DOCUMENT RESUME

ED 154 741 HE 010 062

TITLE Agreement Between Fairleigh Dickinson University and Fairleigh Dickenson University Council of American Association of University Professors Chapter, September 1, 1977-August 31, 1979.
PUB DATE 77
NOTE 136p.
AVAILABLE FROM Fairleigh Dickinson University, Rutherford, N.J.

EDRS PRICE MF-$0.83 HC-$7.35 Plus Postage.
DESCRIPTORS *Collective Bargaining; *College Faculty; College Governing Councils; Departments; Fringe Benefits; *Governance; Grievance Procedures; Leave of Absence; Mergers; Negotiation Agreements; Research Opportunities; *Retrenchment; School Calendars; *Teacher Responsibility; Teacher Salaries; Teacher Strikes; *Teacher Welfare; Tenure; Travel

ABSTRACT

The negotiation agreement covers nondiscrimination, salary, fringe benefits, leave of absence, faculty workload, working conditions, calendars and schedules, department governance, college and campus governance, the university senate, grievance and arbitration procedures, research and travel, financial exigency, employment security, association privileges, merger, acquisitions, expansion, general rights and responsibilities, and strikes and lockouts. (MSE)

****
* Reproductions supplied by EDRS are the best that can be made *
* from the original document. *
****

HE 010062

ED154741

AGREEMENT

between Fairleigh Dickinson University and Fairleigh Dickinson University Council of American Association of University Professors Chapters

September 1, 1977 - August 31, 1979

HE 010062

U S DEPARTMENT OF HEALTH, EDUCATION & WELFARE
NATIONAL INSTITUTE OF EDUCATION

THIS DOCUMENT HAS BEEN REPRODUCED EXACTLY AS RECEIVED FROM THE PERSON OR ORGANIZATION ORIGINATING IT. POINTS OF VIEW OR OPINIONS STATED DO NOT NECESSARILY REPRESENT OFFICIAL NATIONAL INSTITUTE OF EDUCATION POSITION OR POLICY

"PERMISSION TO REPRODUCE THIS MATERIAL HAS BEEN GRANTED BY

Fairleigh Dickinson Univ

TO THE EDUCATIONAL RESOURCES INFORMATION CENTER (ERIC) AND THE ERIC SYSTEM CONTRACTORS."

TABLE OF CONTENTS

		Page
Table of Contents		i
Preamble		v
Article		
1	Definitions and Construction	1
2	Recognition of Council	1
3	Non-Discrimination	2
4	Salary	3
4.1	Base Salaries	3
4.2	Summer, Intersession, and Overload Salaries	3
4.3	Distribution of Equalization Funds	3
4.4	Other Compensation	4
4.5	Dental School Salaries	4
4.6	Effective Date - Increments for 12-Month Faculty	5
5	Employee Benefits	6
5.1	Pension and Retirement Plan	6
5.2	Insured Benefits	6
5.3	Tuition Grants	8
5.4	Employee Benefit Information to Faculty	8
6	Leaves of Absence	9
6.1	Sabbatical Leaves	9
6.2	Other Leaves with Pay	10
6.3	Unpaid Leaves of Absence	12
6.4	Salary Increases and Return from Leave	15
6.5	Activities During Leave	15
7	Faculty Workload	16
7.1	Academic Load	16
7.2	Underload	18
7.3	Overload	19
7.4	Additional Load Assignments	19
7.5	College Advising and Other College Service	21
7.6	Load Reduction	21
7.7	Funded Research	23
7.8	Non-University Employment	23
7.9	Faculty Responsibilities and Obligations	24

Article		Page
8	Working Conditions	26
	8.1 Primary Appointment-Location	26
	8.2 Academic Ranks	26
	8.3 Terms of Appointment	31
	8.4 Notification and Acceptance of Appointment	36
	8.5 Dismissal of Faculty on Tenure, or on Special or Probationary Appointment Before the End of a Specified Term	36
	8.6 Procedures for Imposition of Sanctions Other Than Dismissal	40
	8.7 Faculty Personnel Files	40
	8.8 Campus Facilities	43
	8.9 Insurance	46
9	Calendars and Schedules	47
	9.1 The Campus Calendar	47
	9.2 Schedules	48
	9.3 Academic Year	48
10	Department Governance	49
	10.1 Department Policy Committee (DPC)	49
	10.2 Department Personnel Committee	50
	10.3 Renewal, Non-Renewal, Promotion, Tenure, and Sabbatical Leaves for Full-Time Faculty	51
	10.4 New Appointments of Full-Time Faculty	54
	10.5 Appointment and Retention of Part-Time Faculty	55
	10.6 Designation of Department Chairpersons	56
	10.7 Department Chairpersons	57
11	College Governance	58
	11.1 The College Faculty	58
	11.2 College Faculty Status Committee (CFSC)	59
	11.3 College Educational Planning Committee (CEPC)	63
	11.4 College Committee on Courses and Curricula (CCCC)	66
	11.5 College Research Committee	67
12	Campus Governance	68
	12.1 Campus Faculty	68
	12.2 Committee on Academic Planning (CAP)	69
	12.3 Campus Council	74

Article		Page
13	University Senate	75
14	Governance - General	77
	14.1 Selection of Academic Administrators	77
	14.2 Faculty Elections	80
	14.3 Ex-officio Membership on Faculty Bodies	82
15	Grievance and Arbitration Procedures	83
	15.1 Intent	83
	15.2 Definitions	83
	15.3 Informal Procedure for Complaints	84
	15.4 Procedure for Contractual Grievances (Excluding Faculty Status Grievances)	84
	15.5 Faculty Status Grievances	86
	15.6 Time Limits	92
	15.7 Means of Notification	92
16	Research and Travel	93
	16.1 Research Grants	93
	16.2 Travel Grants	93
17	University Commission and Financial Exigency	94
	17.1 Introduction	94
	17.2 University Commission	94
	17.3 Financial Exigency	98
	17.4 Reduction in Faculty Work Force	98
18	Security of Employment	99
	18.1 Introduction	99
	18.2 Reasons for Involuntary Faculty Reassignment or Reduction in Force	99
	18.3 Use of Faculty Status Procedures	99
	18.4 Preliminary Order of Reduction	99
	18.5 Reassignment or Reduction Procedures	99
	18.6 Termination	101
19	Association Privileges	103
	19.1 Information to AAUP	103
	19.2 University Facilities and Services	104
	19.3 Faculty Participation in AAUP Activities	105
	19.4 Check-Off of AAUP Dues	105
	19.5 Released Time	105

Article		Page
20	Merger, Acquisitions, and Expansion	106
21	Minimum Terms	106
22	Separability	107
23	Interest Succession	107
24	Distribution of Agreement	107
25	Reservation of Rights and Past Practices	108
26	No Strike - No Lockout	109
27	Meet and Discuss Committee	109
28	Duration of Agreement	109
	Appendix A: Deadlines for Faculty Personnel Decisions	113
	Appendix B: Authorization for Payroll Deduction for FDU Council of AAUP Chapters Dues	117
	Appendix C: Dental School Governance	118
	Appendix D: Dreyfuss College Governance	121
	Appendix E: Edward Williams College Governance	122
	Appendix F: Vitae Form Outline	124
	Appendix G	126

PREAMBLE

The purpose of this Agreement is to provide the parties with a collective bargaining agreement which seeks to maintain a program of quality education

> by setting forth specific procedures which the parties believe provide for effective faculty participation in certain decisions affecting the welfare of Fairleigh Dickinson University;
>
> by assuring fair and reasonable compensation and conditions of employment as set forth in this Agreement; and
>
> by providing techniques and procedures for the peaceful adjustment of disputes, should they arise.

To this end, the parties have, through their respective representatives, negotiated this Agreement as follows:

ARTICLE 1

DEFINITIONS AND CONSTRUCTION

1.1 "UNIVERSITY": Fairleigh Dickinson University, a private and independent institution of higher education located principally within the State of New Jersey.

1.2 "COUNCIL" or "AAUP": The Fairleigh Dickinson University Council of American Association of University Professors Chapters.

1.3 "ADMINISTRATION": The President, Vice Presidents, and such other administrative officers as may be appointed by the Board of Trustees, by the President, or, by delegation of the President, by the Vice Presidents.

1.4 "MEMBERS OF THE BARGAINING UNIT": The full-time faculty as set forth more fully in Sections 2.2 and 2.3 of this Agreement, hereinafter also referred to as "members."

1.5 "BARGAINING UNIT": Unit of faculty as described in Sections 2.2 and 2.3 of this Agreement.

1.6 DIGITAL REFERENCE: Whenever reference is made to a section with two digits, that reference shall include the subsections thereunder which contain three digits (e.g., reference to Section 4.1 shall include material under 4.1 and under subsections 4.11 through 4.13).

1.7 GENDER AND NUMBER: The masculine shall include the feminine and the singular shall include the plural where the context so permits or requires.

1.8 "ACADEMIC SEMESTER": The Fall or Spring Semester.

ARTICLE 2

RECOGNITION OF COUNCIL

2.1 Fairleigh Dickinson University hereby recognizes for the term of this Agreement the Fairleigh Dickinson University Council of American Association of University Professors Chapters as the exclusive collective bargaining representative of all full-time faculty members in the unit described below, for the purpose of collective bargaining with respect to terms and conditions of employment.

2.2 The unit covered by this Agreement, as defined in the "Certification of Representative" issued by the National Labor Relations Board on September 26, 1977, in Case No. 22-RC-7198, consists of:

> "All full-time faculty members employed by the Employer at its New Jersey campuses including the faculty of Edward Williams College located at the Teaneck Campus, professors emeriti, adjunct professors and department chairmen, but excluding part-time faculty members, visiting professors, all officers and officials primarily engaged in administrative functions, librarians, laboratory personnel exclusively engaged in laboratory work, all supervisors as defined in the Act, guards and all other employees."

2.3 Notwithstanding the provisions of Section 2.2 above, the unit covered by this Agreement shall include individuals in "Retired" ranks, as defined in Section 8.21, who are teaching full-time.

ARTICLE 3

NON-DISCRIMINATION

Both parties agree, to the extent they have any responsibility or authority, that no applicant for employment for a position within the bargaining unit or member of the bargaining unit shall, with respect to any terms or conditions of employment, be discriminated against by reason of race, creed, color, national origin, sex, marital status, or, to the extent not otherwise inconsistent with the other terms, conditions, or responsibilities of this Agreement, membership or non-membership in any labor organization (including the AAUP), any lawful political affiliation, or on the basis of age. Further, the parties agree to comply with the affirmative requirements of Presidential Executive Order 11246.

ARTICLE 4

SALARY

4.1 **Base Salaries**

4.11 Effective September 1 of each year of this Agreement (July 1 for faculty members on twelve-month appointments), the base salaries of all members of the bargaining unit who were full-time faculty members at the University in the preceding academic year (September 1 to June 30) shall be increased by 6.5 percent.

4.12 Promotion Increments. Members of the bargaining unit promoted to a new rank as of September 1, 1977 or September 1, 1978 shall receive additional increases in their base salaries in accordance with the following schedule:

Promotion to	Promotion in 1977	Promotion in 1978
Assistant Professor	$400	$500
Associate Professor	500	600
Professor	600	700

Promotion increments for faculty members on twelve-month appointments shall be 120% of the amounts specified above.

4.13 Equalization Funds. For each year of this Agreement there shall be an Equalization Fund of $18,000. These funds shall be used for additional increases in base salaries of members of the unit, excluding the Dental School (Section 4.5).

4.2 **Summer, Intersession and Overload Salaries**

4.21 Summer and Intersession Salaries. Members of the bargaining unit who teach in the Summer Session or Intersession shall be compensated for such teaching at the semester contact hour rates specified in the following schedule:

	1978	1979
Undergraduate Courses	$292	$302
Graduate Courses	332	342

4.22 Stipend for Summer Chairperson. The stipend for departmental administration during the summer (Section 7.63 (d)) shall be $800 in 1978 and $1,000 in 1979.

4.23 Overload Salaries. During the 1977-78 academic year, members of the bargaining unit who teach overload under the provisions of Section 7.3 shall be compensated for such teaching at the rate of $13.20 per contact hour for undergraduate courses and $16.50 per contact hour for graduate courses. During the 1978-79 academic year, the rates shall be $240 per undergraduate semester contact hour and $295 per graduate semester contact hour.

4.3 **Distribution of Equalization Funds**

4.31 Rank Minima. The 1977-78 and 1978-79 minimum salaries for members of the bargaining unit shall be as follows:

Rank	1977-78 Minimum	1978-79 Minimum
Instructor	$11,000	$11,500
Assistant Professor	13,250	13,900
Associate Professor	16,750	17,600
Professor	20,000	21,000

For faculty members on twelve-month appointments, the minima shall be 120% of those specified above.

1977-78 members of the bargaining unit whose 1977-78 base salaries, after application of Section 4.1, fall below the 1977-78 rank minima specified above shall receive additional adjustments to raise their 1977-78 salaries to these minimum levels. Any funds needed for this purpose shall come from the 1977-78 Equalization Fund.

All appointments made after the execution of this Agreement shall be subject to the rank minima specified above.

1978-79 members of the bargaining unit who were full-time faculty members at the University in the 1977-78 academic year and whose 1978-79 base salaries after application of Section 4.1, fall below the minima specified above, shall receive additional adjustments to raise their 1978-79 salaries to those minimum levels. Any funds needed for this purpose shall come from the 1978-79 Equalization Fund.

4.32 The Equalization Committee

(a) Within thirty (30) days of execution of this Agreement, the parties shall appoint an Equalization Committee consisting of six (6) individuals, three (3) appointed by the AAUP and three (3) by the Administration.

(b) The Committee shall identify inequities in base salaries of 1977-78 members of the bargaining unit and distribute the Equalization Funds established under Section 4.13, after application of Section 4.31, so as to rectify, to the extent possible, the most serious of such inequities.

(c) The Committee's work shall be completed not later than June 1, 1978.

(d) The amounts awarded to individuals from the 1977-78 Equalization Fund shall become part of the individuals' 1977-78 base salaries. Each such amount shall be paid to the affected individual no later than thirty (30) days after the Committee's report is completed. The amounts awarded to individuals from the 1978-79 Equalization Fund shall become part of the individuals' 1978-79 base salaries.

(e) The Committee shall submit its conclusions to the parties in the form of a written report. When the parties accept this report, a summary shall be incorporated in this Agreement.

4.4 Other Compensation. Other compensation items may be found in Article 7 (Sections 7.41 Supplementary Load, 7.44 Compensation for Unusual Services, 7.45 Compensation for Off-Campus Teaching Assignments, 7.5 College Advising).

4.5 Dental School Salaries

4.51 There shall be a 1977-78 Salary Adjustment Fund of $18,000 and a 1978-79 Salary Adjustment Fund of $15,000 for further adjustments in the base salaries of 1977-78 members of the bargaining unit in the Dental School.

4.52 Rank Minima. The rank minima for Dental School Faculty on ten (10) month, eight (8) session appointments (excluding dental auxiliary faculty who are subject to the general University minima) shall be as follows:

Rank	1977-78 Minimum	1978-79 Minimum
Instructor	$12,000	$12,600
Assistant Professor	14,400	15,100
Associate Professor	18,400	19,300
Professor	22,600	23,700

Minima for twelve (12) month and/or ten (10) session appointments shall be obtained by use of the appropriate proration.

1977-78 members of the Dental School faculty whose 1977-78 base salaries, after application of Section 4.1, fall below the 1977-78 rank minima specified above shall receive additional salary adjustments to raise their 1977-78 salaries to these minimum levels. Any funds needed for this purpose shall come from the 1977-78 Dental School Salary Adjustment Fund.

All appointments in the Dental School made after the execution of this Agreement shall be subject to the rank minima specified above.

1978-79 Dental School faculty members who were full-time faculty members at the University in the 1977-78 academic year and whose 1978-79 base salaries, after application of Section 4.1, fall below the minima specified above shall receive additional adjustments to raise their 1978-79 salaries to those minimum levels. Any funds needed for this purpose shall come from the 1978-79 Dental School Salary Adjustment Fund.

4.53 (a) Within thirty (30) days of execution of this Agreement, the parties shall appoint a Salary Adjustment Committee for the Dental School consisting of two (2) faculty members from the Dental School appointed by the AAUP and two (2) administrators appointed by the Administration.

(b) The Committee shall identify inequities in base salaries of 1977-78 members of the Dental School faculty and distribute the Salary Adjustment Funds established under Section 4.51, after application of Section 4.52, so as to rectify, to the extent possible, the most serious of such inequities.

(c) The Committee's work shall be completed no later than June 1, 1978.

(d) The amounts awarded to individuals from the 1977-78 Salary Adjustment Fund shall become part of the individuals' 1977-78 base salaries. Each such amount shall be paid to the affected individual no later than thirty (30) days after the Committee's report is completed. The amounts awarded to individuals from the 1978-79 Salary Adjustment Fund shall become part of the individuals' 1978-79 base salaries.

(e) The Committee shall submit its conclusions to the parties in the form of a written report. When the parties accept this report, a summary shall be incorporated in this Agreement.

4.6 For faculty members on twelve-month appointments, all salary increments provided for in this Article shall become effective as of July 1, 1977 for 1977-78 increments and as of July 1, 1978 for 1978-79 increments.

ARTICLE 5

EMPLOYEE BENEFITS

5.1 Pension and Retirement Plan

5.11 Pension. The restated TIAA/CREF Retirement Plan which became effective as of July 1, 1976 shall be incorporated in this Agreement by reference. There shall be no changes in this Plan, to the extent it affects members covered by this Agreement, during the life of this Agreement, except with the express consent of both parties.

5.12 Early Retirement. The parties shall continue negotiations toward the formulation of an Early Retirement Plan predicated on the premise of a lump-sum pay-out to the early retiree. The method of determining the exact amount of the pay-out and additional features (e.g., employee benefits) are to be determined by a sub-committee composed of Vice President Herron, Provost Fenster, and Professors Falley and McAloon no later than March 15, 1978. The plan shall be subject to the constraint that it involve no net cost to the University, and the lump-sum pay-out shall be no less than 25% of the early retiree's last working salary for each year of early retirement.

5.2 Insured Benefits. The University shall provide the following insured benefits to all eligible members and their dependents under the terms and conditions of the appropriate insurance contracts.

5.21 Blue Cross, Blue Shield, Rider J ("120 Day Comprehensive") The University shall bear the cost for enrolled members at the rate of 100% of member coverage and 50% of dependent coverage, if the latter is elected by the member. If dependent coverage is elected, the member shall bear the cost of the remaining 50% of the premium for such coverage. Eligibility commences on the first day of the month following thirty (30) days of employment.

5.22 Prudential Major Medical Plan (as instituted July 1, 1974 and as amended as of September 1, 1975). The University shall bear the cost for the enrolled member at the rate of 100% of member coverage and 50% of dependent coverage, if the latter is elected by the member. If dependent coverage is elected, the member shall bear the cost of the remaining 50% of the premium for such coverage. Eligibility commences on the first day of the month following thirty (30) days of employment.

5.23 Prudential Non-contributory Life Insurance Plan. The University shall bear the premium for an enrolled member's coverage for an amount of life insurance equal to one times (1x) the member's base annual salary[1] adjusted to the next higher multiple of $500, if not already a multiple thereof.[2]

If, on August 31, 1972, an enrolled member was insured under the then existing plan for an amount of non-contributory insurance which was greater than the amount for which the member was eligible on September 1, 1972, the member shall retain such higher amount of non-contributory insurance until such amount decreases in accordance with a schedule provided for in the contract held by the previous carrier and such amount equals the member's base annual salary.

Eligibility commences on the day a member begins full-time employment at the University.

5.24 Contributory Life Insurance Plan. Enrolled members may elect coverage for an additional amount of life insurance equal to one times (1x) the member's base annual salary[3] adjusted to the next higher multiple of $500, if not already a multiple thereof[4], with such member bearing the premium cost for such coverage.

Eligibility commences on the day a member begins full-time employment at the University.

5.25 TIAA/CREF Long-term Disability Insurance. Long-term disability insurance shall continue to be available in its present form and amounts. The University shall bear three-quarters (3/4) of the premium cost for enrolled members, with the balance paid by the member. For participating members with eight (8) or more years of continuous full-time service, the University shall bear the entire cost.

Eligibility for participation shall commence on the thirty-first day following a member's full-time appointment to the University.

---

[1] Base annual salary represents salary exclusive of overtime and other forms of additional pay.

[2] The amount of life insurance for enrolled members age 65 and over shall be 50% of the amounts determined above.

[3] Base annual salary represents salary exclusive of overtime and other forms of additional pay.

[4] The amount of life insurance available for enrolled members age 65 and over shall be 50% of the amounts determined above. Contributions are adjusted accordingly.

5.3 Tuition Grants

5.31 The University shall continue its present practices for providing tuition grants to members and their eligible dependents.

5.32 If a full-time member on continuing contract with five (5) or more years of full-time service retires or dies while under contract, his dependent children,[1] for whose education he would have been responsible at the time of his death or retirement, shall be granted the same tuition grant privileges as are now extended to dependent children of full-time faculty members covered by this Agreement.

5.33 In accordance with the investigation carried out under Section 5.33 of the 1976-1977 Agreement, the University shall apply for acceptance into a tuition exchange program no later than June 1, 1978. Upon acceptance into such program, implementation will take effect for the Fall semester 1978.

5.4 Each fall the Administration shall inform the faculty of:

(a) All benefits available under each subsection of this Article.

(b) The principal limitations and exclusions.

(c) The discretionary options available.

(d) All deadlines, including those pertaining to applications for options, benefits, and inclusion of dependents.

The foregoing shall be in the form of a summary. Additional supplemental information will be made available upon specific individual request to the University Personnel Department.

---

[1]Children in this context means natural or blood children, stepchildren, and legally adopted children who qualify as dependents under Internal Revenue Service regulations, and coverage shall be extended so long as they continue to be dependent children under these regulations.

ARTICLE 6

LEAVES OF ABSENCE

6.1 Sabbatical Leaves. The purpose of a sabbatical leave is to increase the effectiveness of the member to the University and to afford the member opportunity for professional development.

6.11 A member of the bargaining unit shall be eligible for a sabbatical leave beginning in his seventh year of continuous full-time service at the University and every seventh year thereafter.

6.12 A faculty member shall not be granted a sabbatical leave which would take place during a retirement or terminal appointment.

6.13 For members on an academic year appointment, a sabbatical leave may be for one semester at full salary or for two semesters at half salary, at the member's option. For members on a twelve-month appointment, the sabbatical leave may be for six months at full salary or one year at half salary, at member's option.

6.14 The quota of sabbatical leaves in each college each year shall be equal to one-seventh (1/7) of the number of tenured full-time faculty members (including Department Chairpersons) within that college, but shall in no case be less than one. Where the number of tenured faculty (including Chairpersons) divided by seven results in a remainder of more than one-half, it shall be counted as another leave slot. Sabbaticals beyond the quota may be available to faculty members through the following options:

(a) Full-year sabbaticals at half pay shall not be counted in the above quota.

(b) Half-year sabbaticals at full pay shall be granted without being counted in the basic quota, provided that the member's department certifies that the sabbatical can be taken without any additional cost being incurred by the University.

(c) If the quota of sabbaticals in any college is not filled, the unused number shall be added to the pool of available sabbaticals in the other colleges by the Vice President for Academic Affairs.

6.15 The process of approval of sabbatical leaves shall continue according to present policies and as set forth in Articles 10 and 11.

(a) The application for a sabbatical leave shall be accompanied by a statement of the applicant's plans for the leave.

(b) Granting of sabbatical leaves shall be made in a manner which minimizes the dislocation to the member's department.

(c) No member shall receive more than one (1) sabbatical leave within any given six (6) year period, except at the discretion of the Vice President for Academic Affairs.

6.16 A faculty member on sabbatical leave shall not use the sabbatical leave to increase his income substantially, other than accepting stipends to defray costs of research and travel.

6.17 A report on the activities of the faculty member during the leave shall be submitted to the Department Chairperson and to the colleagues in his discipline no later than the end of the first semester following his return. A copy shall be placed in the member's personnel file and a copy forwarded to his College Dean.

6.18 Once a sabbatical leave is granted, a faculty member may waive it, but may not delay it beyond the academic year for which it is granted. Under such circumstances another application must be made.

6.19 Return from Sabbatical Leave

(a) Faculty members on academic-year appointments who are on a semester sabbatical may teach during the Intersession and/or Summer Sessions. Faculty members on academic-year appointment who are on a two-semester sabbatical may teach during the Summer Sessions.

(b) The member obligates himself to remain in the employ of the University for a period equal to that of the sabbatical leave, after completion of such leave.

6.2 Other Leaves with Pay. A leave of absence with pay is a leave during which a member is not required to perform his regular University duties, but during which he receives all or part of his normal compensation.

6.21 Medical Leaves

(a) A member who is unable to work because of illness or disablement for one or two days must notify his Department Chairperson (or equivalent) at once of the reason for his absence and its estimated duration. It is expected that, as a matter of professional courtesy, faculty colleagues will substitute for the absent member in his teaching assignments without receiving additional compensation, and in this regard the Department Chairperson shall make every effort to arrange for such substitutes. Where this is not possible, the member will be expected to make up any missed classes as soon as possible upon his return to work. It is expected that the faculty member will exercise the benefit described in this Section with discretion in order that there be no dislocation to the academic program or inconvenience to his students and faculty colleagues.

(b) A member who is unable to work for more than one (1) week because of illness or disablement shall be granted a leave of absence in accordance with the following procedures:

(1) The member shall notify or cause the Department Chairperson (or equivalent) to be notified of the member's illness or disablement as promptly as possible and to provide the Department Chairperson (or equivalent) with a physician's certificate indicating the date of inception, nature, and estimated duration of the illness or disability within two (2) weeks. The Department Chairperson shall notify the College Dean of the illness or disablement. The two (2) week notification period cited above may be extended in emergency or unusual situations at the discretion of the Vice President for Academic Affairs (or his designee). When a faculty member knows in advance of an expected absence due to temporary disablement, the member shall notify his Department Chairperson (or equivalent) of this fact at once and may continue to work provided he is physically able to perform his duties adequately and safely. The Department Chairperson shall transmit such notification received to the College Dean upon receipt by Chairperson.

(c) The member shall receive an amount equal to the difference between the temporary disability insurance payments to which the member is entitled and the member's full or partial salary payment pursuant to the schedule set forth below for a cumulative period not to exceed the following limits in any one (1) academic year:

(1) One month's full salary for a member in his first year of service at the University;

(2) Two months' full salary for a member in his second year or more of service at the University. Members in their second or more years of continuous service at the University shall be entitled to receive 60% of their base salary for an additional period of leave of up to four (4) months for any academic year. Should such a leave begin in one academic year and extend into the succeeding academic year, the member shall continue to be paid in the subsequent academic year to the extent of his remaining entitlement under the foregoing formula. Such formula shall not be reapplied for the same illness or disability until the member has resumed his normal full-time duties for a period of thirty (30) consecutive days. When a member becomes eligible for receipt of payment under Long Term Disability Insurance, he is no longer eligible to receive payment from the University.

(d) Upon submission of medical evidence of need to the member's Department Chairperson, and by the Department Chairperson to the College Dean, a medical leave may be extended without pay for an additional period of up to one (1) year.

(e) During an unpaid medical leave of absence, the University shall continue to pay its required premiums for the insured benefits elected by the member. It shall also pay the member's required premiums for dependent coverage if such coverage was in force prior to the medical leave.

(f) Upon return from leave, the member shall submit to his Department Chairperson a physician's statement certifying that the member has recovered and can resume his normal duties without restriction. This statement shall be transmitted by the Chairperson to the College Dean. The University may, at its option, refer the member to a mutually acceptable physician for an examination prior to the member's resumption of his duties. The findings of such physician with regard to the member's ability to return to work shall be conclusive.

(g) In the event a member continues to be disabled after being on medical leave for eighteen (18) months, the University's obligation under Paragraph (e) above shall cease. Such member shall be deemed to be either on "indefinite medical leave with recall rights" or on "indefinite medical leave."

The status of being on "indefinite medical leave with recall rights" shall apply to tenured members who are medically disabled and who have exhausted medical leave privileges. Such members shall have the right of reinstatement to full-time status with their last rank and tenure, provided an authorized vacancy exists in their department and they comply with Paragraph (f) above. The status of being on "indefinite medical leave" shall apply to non-tenured members who are medically disabled and who have exhausted medical leave privileges. Such members may be reinstated at their last rank if such reinstatement is recommended through the appropriate procedures outlined in Section 10.4 of this Agreement and they comply with Paragraph (f) above.

(h) Medical leave in excess of six (6) months shall not be counted toward the probationary period for tenure.

(i) The provisions of this Section shall apply in all respects to a member's temporary illness or disablement caused or contributed to by pregnancy, childbirth, and/or recovery therefrom.

6.22 Maternity Leaves of Absence. In cases where no temporary illness or disablement is caused or contributed to by reason of childbirth, maternity leave with pay, in accordance with this Section, shall be granted for a reasonable period of time, not to exceed one (1) month following delivery.

6.23 Personal Emergencies

(a) A member who, as a result of a personal emergency, is unable to work for one or two days must notify his Department Chairperson (or equivalent) at once of the reason for his absence and its estimated duration. It is expected that, as a matter of professional courtesy, faculty colleagues will substitute for the affected member in his teaching assignments without receiving additional compensation, and in this regard the Department Chairperson shall make every effort to arrange for such substitutes. The Department Chairperson shall notify the College Dean of the absence and of the arrangements made to cover or make up the class time.

Where it is not possible for faculty colleagues to substitute, the member will make up any missed classes as soon as possible upon his return to work. It is expected that the faculty member will exercise the benefit described in this Section with discretion in order that there be no dislocation to the academic program and minimal inconvenience to his students and faculty colleagues.

6.24 Jury Duty. A member who must be absent from his regular duties by reason of jury duty shall receive compensation from the University equal to the difference between his regular University compensation and the amount he receives for serving. The University shall continue payment of premiums for insured benefits and pension contributions based upon the member's full salary. The faculty member shall make every effort to fulfill his jury duty obligation at such time as not to interfere with his teaching responsibilities.

6.25 Short-Term Professional Leaves. A short-term professional leave of absence with full pay for a cumulative period up to one (1) month for outside professional activities related to University responsibilities may be approved at the sole discretion of the Vice President for Academic Affairs (or his designee) upon the recommendation of the member's Department Chairperson, Personnel Committee, and College Dean.

6.3 Unpaid Leaves of Absence

6.31 Unpaid leaves of absence shall fall into two categories:

(a) Scholarly Leaves; and
(b) Personal Leaves.

A scholarly leave may be granted only on the basis of evidence that the activity to be undertaken during such leave will significantly enhance the professional and scholarly qualifications of the member. Scholarly leaves may not be granted for the purpose of pursuing graduate studies leading to a terminal degree in the member's primary discipline.

A personal leave is a leave which is not a scholarly leave and which is granted for matters of a non-medical nature of such significance as to warrant a member's absence from his faculty responsibility.

6.32 Eligibility. To be eligible for a scholarly or personal leave without pay, a member must have completed two (2) years of continuous full-time service at the University. This eligibility requirement may be waived at the discretion of the Vice President for Academic Affairs (or his designee).

6.33 Application for Leave. Such scholarly or personal leaves require the recommendation of the member's department and College Dean and the approval of the Vice President for Academic Affairs (or his designee). Applications shall be filed not later than March 1 or November 1, preceding the semester in which the leave is to be taken. These dates may be waived under emergency or unusual situations at the discretion of the Vice President for Academic Affairs (or his designee). Applications for leave shall include the following information: (a) the purpose of the leave; (b) the duration of the requested leave; and (c), in the case of a request for scholarly leave, evidence that the activity to be undertaken during the leave will significantly enhance the professional and scholarly qualifications of the member.

6.34 Those reviewing the application for personal and scholarly leave shall base their review on:

(a) whether the granting of the requested leave will have a seriously adverse effect upon the department; and

(b) in the case of a scholarly leave, whether the purpose of the leave is sufficiently scholarly to qualify it as a scholarly leave as described in Section 6.31.

The College Dean shall transmit the department recommendation, together with his own recommendation in the matter, to the Vice President for Academic Affairs (or his designee). The Vice President (or his designee) shall grant the requested leave unless he concludes, on the basis of the recommendations received, that the granting of the leave will have a seriously adverse effect on the department.

6.35 Scholarly or personal leaves shall normally be for periods not to exceed one (1) semester. Under exceptional circumstances, such leave may be extended for up to an additional one and one-half ($1\frac{1}{2}$) years. Application for such extension must be made at least sixty (60) days before termination of the original leave and shall be processed

in accordance with the provisions of Sections 6.33 and 6.34. Failure to return to employment upon termination of such extended leave shall constitute voluntary termination of employment at the University.

6.36 During an approved personal leave, a member may exercise the option of continuing all insured benefits normally provided him by the University by paying all of the required premiums for such benefits. A member wishing to exercise this option must notify the office of the Vice President for Academic Affairs of this fact and must make monthly payments for the cost of the required premiums by check payable to Fairleigh Dickinson University and forwarded to the Fringe Benefits Department, Rutherford Campus. It is understood that failure to make such payments on a regular basis will result in loss of such benefits. During an approved scholarly leave, the University shall continue to pay its required premiums for the insured benefits elected by the member, and the member shall be required to pay his required premiums for dependent coverage. Such payments shall be made as described hereinabove. It is understood that the University's obligation to make its required premium payments is limited to the member's elected coverage to the extent that equivalent coverage is not received elsewhere by the member during his leave.

6.4 Salary Increases and Return from Leave.

6.41 The base salary of a member on leave under any of the provisions of this Article, except those on "indefinite medical leave," on "indefinite medical leave with recall rights," and on "personal leave" of more than one (1) semester, shall be augmented by all general increases which he would have received had he not been on leave.

6.42 Upon return from any leave described in this Article, the member shall resume his position with all rights and benefits restored.

6.5 Activities During Leave. A faculty member on any leave of a semester or more may not serve in an official capacity on any department, college, campus, or University committee while on such leave. In such cases, the faculty member shall be replaced for the duration of the leave according to the procedures of Paragraph 14.22 (g). A faculty member on leave may be a candidate for a position whose term will commence when he returns from leave. However, a faculty member on leave for a semester or more may not vote in department, college, campus, and University elections during such leave.

ARTICLE 7

FACULTY WORKLOAD

7.1 Academic Load. While the "teaching load" of a faculty member may be described in terms of the hours assigned in the classroom, laboratory, clinic, and studio, the parties recognize that the workload of a faculty member is more aptly described by the term "academic load," which embraces a much broader range of activities, including formal and informal instruction, tutorials, advisement and counseling of students, original research, preparation of new courses, and service in the various agencies of governance.

7.11 Teaching Load. The basic teaching load per semester for members of the bargaining unit shall be twelve (12) credit hours or thirteen (13) contact hours per semester, the latter applying to a teaching schedule containing laboratory or similar assignments in which the number of contact hours in a given course exceeds the number of credits assigned to that course. Practices with respect to teaching load in those units of the University which presently have teaching loads derived on a basis different from that stated above shall continue as at present, e.g., School of Dentistry and Doctor of Education Program. Load practices with respect to studios, physical education, and coaching shall continue as at present. A contact hour shall be defined as fifty (50) minutes of instructional activity.

7.12 Class Size and Scheduling. The University and the AAUP concur that excessive class sizes should be avoided, consistent with the role of the University as a center for excellence in teaching. The University and the AAUP concur further that the objective of effecting needed economies is not inimical to the preservation of an atmosphere conducive to effective teaching.

In the determination of minimum and maximum class sizes and in the scheduling of courses, the following factors should be taken into account by the faculty and the Administration:

(a) The educational format of the course, and the relationship between course format and minimum and maximum numbers of students.

(b) The possibility that the number of students can be increased through changing the course format, as from a recitation course to a lecture course.

(c) The commitment to the students to offer a reasonable number of electives pursuant to their curriculum and to offer the courses required of the curriculum with sufficient frequency to assure completion of graduation requirements within the prescribed period.

(d) The possibility of offering courses on an annual basis where they have been offered on a semester basis, and the possibility of offering courses on a biennial basis where they have been offered annually.

(e) The recognition that financial viability requires a reasonable relationship between the number of credit hours of enrollment within a department or college and the number of course sections offered by that unit.

7.13 Maximum and minimum enrollments for each course offered by a department or equivalent unit shall be determined as follows:

(a) The College Educational Planning Committee shall develop a plan for course enrollment which takes into account academic and programmatic needs, existing and projected enrollment patterns, staffing patterns, and the need for operating efficiency. In tri-campus colleges, consideration shall be given to campus differences.

(b) In submitting its course requests to the College Dean for the forthcoming academic semester, each department shall take into account the college plan cited above, balancing section sizes, reducing course offerings where appropriate, and alternating the offering of low-enrollment courses in such a way as to remain within the ranges established by the College Educational Planning Committee, as approved by the College Dean.

(c) The plan developed by the College Educational Planning Committee shall be submitted to the College Dean. If, in the judgment of the Dean, changes are required, he shall submit his recommendations for such changes to the Committee. Upon final approval by the College Dean of an acceptable plan, recommendations made by the department shall usually be accepted by the Dean, provided that they are within the plan.

(d) If the College Dean does not agree with any such recommendations, he shall confer with the Department Policy Committee (DPC). If the College Dean is still in disagreement with the recommendation of the DPC, he shall indicate his reasons in writing, making a final determination.

(e) If during the registration process, the Department Chairperson (in consultation with the DPC, as members may be available, and with the faculty member involved, if available) wishes to exceed the maximum enrollment limit in a specific course, he may do so at departmental discretion. If during the registration process, the Department Chairperson (in consultation with the DPC, as members may be available, and with the faculty member involved, if available) wishes to alter the minimum enrollment in a course, he may appeal to the College Dean, stating his reasons for the change. The College Dean shall make a determination.

(f) If actual registration exceeds the established maximum limit significantly, the Department Chairperson may, with the approval of the College Dean, divide that course into multiple sections.

(g) Present practices with respect to the granting of additional teaching load credit in lecture sections with high enrollment shall be continued.

7.14 Number of Preparations

(a) The number of separate course preparations in any given semester shall not ordinarily exceed three (3), except in cases where multiple sections are not available within the department or discipline, where the faculty member voluntarily accepts more, or where the faculty member accepts and receives an overload assignment. Independent study courses, internship mentoring assignment, honors program mentoring, graduate thesis advisement, or similar courses of individual instruction shall not be counted as separate course preparations for the purposes of this Section. All course preparations for different sections of the same course during a semester shall be deemed a single course preparation.

(b) Where preparations of courses new to the faculty member are involved, other than those or similar courses of individual instruction cited in Paragraph (a) above, a serious effort shall be made to limit the total number of course preparations in the relevant semester, consistent with the academic program, the availability of multiple sections, and the staffing situation in the faculty member's department or equivalent unit.

(c) Under ordinary circumstances, a faculty member shall be expected to prepare no more than one (1) new course in a given semester, other than those or similar courses of individual instruction cited in Paragraph (a) above. The foregoing limitation shall not apply to a faculty member in his first year of service, for whom every preparation may be construed as new. In such cases, an effort shall be made to limit the number of separate preparations.

7.15 Student Advising. Faculty members shall advise a reasonable number of students as equitably assigned by their department or equivalent unit in consultation with the College Dean.

7.2 Underload. Underload balancing is a technique of voluntary adjustment of a faculty member's teaching load to complete the normal academic year teaching load at a unit, college, or campus other than that of his primary assignment. Other aspects of voluntary load adjustment may include the use of an Intersession, a Summer Session, or another regular semester to balance the underload. The parties encourage the use of this technique on an informal basis to deal with occasional, temporary individual situations. Department Chairpersons and College Deans shall determine the availability of courses which are appropriate in terms of discipline and scheduling for this purpose in each particular case. In the event that the foregoing voluntary adjustment

is not accepted by the faculty member or otherwise cannot resolve the problem, the procedures and priorities set forth in Sections 18.4, 18.51, 18.54, 18.55, and 18.58 shall apply. In all other cases involving load adjustment or balancing, Article 18 in its entirety shall apply.

7.3 Overload

7.31 Full-time faculty members shall be given preference over part-time faculty in available courses for which they are qualified and which exceed the normal teaching load capacity of the full-time members of the department or equivalent unit. Teaching in such circumstances shall be considered overload. Although weekend college assignments may be regarded as part of the regular load, when they do constitute overload, the full-time faculty shall be given preference over part-time faculty in available courses for which they are qualified.

7.32 Overload assignments shall be made by the Department Chairperson in consultation with the Department Policy Committee. Assignments of overload may be made only with the permission of the affected faculty member.

7.33 Overload shall not exceed three (3) contact hours or one (1) course, whichever is greater, per academic year, without the specific prior approval of the College Dean.

7.34 No faculty member may combine released time and overload without the approval of the College Dean.

7.35 Nothing in the above shall be construed as a guarantee to any member of the bargaining unit for the assignment of overload.

7.4 Additional Load Assignments

7.41 Supplementary Load

(a) Supplementary load shall represent direct academic instructional activity on an individualized basis (with students who have registered for the instruction and paid tuition and fees) when such instruction is beyond an informal load of six (6) student credit hours per semester. Compensated supplementary load shall be limited to six (6) student credit hours beyond the informal load per semester. The uncompensated informal load requirement shall not apply to the Summer Sessions and the Intersession [See also Section 7.43(c).]

(b) The payment rate for supplementary load, which shall be in addition to the base salary, shall be $40 for each undergraduate student credit hour and $45 for each graduate student credit hour in 1977-78 and $45 and $50 respectively, in 1978-79.

(c) Supplementary load shall apply to the following instructional activities: independent study courses, graduate thesis supervision, honors student mentoring, and special tutorial courses.

7.42 Internship and Student Teaching Supervision. Policies and practices with respect to load equivalence and compensation in connection with internship and student teaching supervision shall continue as at present. Detailed descriptions of such policies and practices shall be available in the offices of the appropriate Department Chairperson and College Dean.

7.43 Summer Sessions and Intersession

(a) In the assignment of available courses during the Summer Sessions and the Intersession, full-time faculty members shall be given preference over part-time faculty, provided that they are qualified.

(b) Summer Session and Intersession assignments shall be made by the Department Chairperson in consultation with the DPC and the affected faculty member. Assignments of Summer Session or Intersession teaching may be made only with the permission of the affected faculty member.

(c) Summer Session teaching shall be limited to six (6) contact hours or two (2) courses, whichever is greater, in any one Summer Session. Faculty members teaching maximum summer load shall not teach supplementary load during the same Summer Session.

(d) Intersession teaching shall be limited to one (1) course or four (4) contact hours, whichever is greater.

(e) Nothing in the above shall be construed as a guarantee to any member of the bargaining unit for the assignment of Summer Session or Intersession courses.

(f) The third session of Saturday College at Edward Williams College shall be considered part of the first regular Summer Session. A faculty member at Edward Williams College may teach three (3) credits in this third session if he is not teaching an overload during the regular Spring Semester and provided further that the total assignment in the third session of Saturday College and the first regular Summer Session is in conformity with the provisions of paragraph (c) above.

7.44 Compensation for Unusual Services. Compensation for teaching non-credit courses or unusual non-instructional activities and services, where such services are not considered part of the member's basic load, normal faculty responsibility, or other activities covered elsewhere in this Agreement, shall be by special contract arrangement between the faculty member and the Administration. The AAUP shall be notified of the details of any such special contract arrangement.

7.45 Compensation for Off-Campus Teaching Assignments. In addition to normal compensation as required under this Agreement, and normal travel expense reimbursement, there shall be a stipend of no less

than $200 per course paid for credit bearing courses offered off-campus by the College of Science and Engineering and the College of Business Administration. Stipend arrangements in excess of $200 shall continue in effect. Off-campus teaching shall mean teaching at locations other than the University's three principal campuses: Teaneck-Hackensack, Rutherford/Wayne, and Florham-Madison.

7.5 College Advising and Other College Service. Certain faculty members may be designated college advisors by the College Dean in consultation with the College Educational Planning Committee to serve evening students through regularly scheduled hours during the academic year, or to serve students during the Intersession and Summer Sessions. College Advisors shall be compensated at the rate of $12.00 per hour.

7.6 Load Reduction

7.61 A department may recommend to the College Dean load reductions for faculty members engaged in the assignments listed below. Determination of reductions shall be made by the College Dean in consultation with the College Educational Planning Committee and with the concurrence of the Vice President for Academic Affairs (or his designee).

(a) Supervision of special academic programs.

(b) Preparation of a new program of substantial scope.

(c) Unusual academic or research assignments.

7.62 Regularly established load reduction practices shall continue as at present.

7.63 Departmental Released Time

(a) The responsibilities of the Department Chairperson are described in Section 10.7.

(b) Each department or equivalent unit shall be assigned released time for its chairperson or equivalent and, where appropriate, its deputy chairperson(s) or equivalent as set forth in the following provisions. This section shall apply to all colleges except the School of Dentistry wherein released time is embraced within the overall schedule and compensation. Likewise, the following shall not apply to those departments or equivalent units in which released time is embraced within an overall schedule and compensation arrangement except that such arrangement shall not result in a smaller amount of released time than would accrue if the provisions of this section were applied. If the total number of hours per semester assigned under this section is less than or more than 215, the parties shall adjust the formula, preserving its weighting system, so as to arrive at the total of 215.

1. In determining the number of hours of released time to be assigned to a college in a Fall or Spring Semester of an academic year, the calculation shall be made by using the student credit hour enrollment data from the previous Fall Semester applying the following formula: Cleared Student Credit Hours taught in the College ÷ 775.

The result of the calculation shall be made available to the College/Associate Dean's office for distribution as released time for departmental administration. Released time for departmental administration shall be assigned using the same formula (above) to calculate the department allocation based on the cleared student credit hours taught in the department. The decision as to the distribution of this departmental released time among chairpersons and deputy chairpersons shall be made by the College or Associate Dean on the basis of recommendations of the appropriate DPC as part of the planning process. In no case shall the number of hours of released time assigned to a department as a result of this calculation be less than one (1).

2. In departments with more than five (5) full-time equivalent faculty, the Department Chairperson shall receive a minimum of three (3) hours of released time per semester from the College allocation as determined above. The Department Chairperson shall be excluded in making the count.

3. If the department allocation is calculated to be between three (3) and six (6) hours, it shall be assigned to the department.

(c) The following limitations shall apply to the foregoing (b) (1) (2) (3):

1. No Department Chairperson shall receive released time greater than six (6) hours per semester. All department allocations in excess of nine (9) hours shall be assigned to the College/Associate Dean's pool for discretionary assignment each semester by the Dean, in consultation with the CEPC to meet any special departmental administrative needs.

2. No Department Chairperson, Deputy Chairperson or other faculty member receiving departmental administrative released time may combine released time and overload without approval of the College Dean.

3. Each Chairperson, Deputy Chairperson, or other faculty member receiving departmental administrative released time shall be available on campus for departmental activities for at least two hours per week for each hour of released time in addition to the hours required pursuant to Section 7.92.

(d) For each department with majors, and in which there is substantial academic activity during the summer, there shall be a summer stipend as found elsewhere in this Agreement, to be assigned by the College Dean for departmental administrative activity. This stipend shall apply for supervision of supportive staff, registration and counseling activities, preparation of laboratories and studios, and preparation for the coming academic year. Faculty on regular twelve month appointment shall not be eligible for the summer stipend.

7.7 Funded Research

7.71 Load reductions supported by funded research shall be made pursuant to the terms of the contract or grant award. All proposals for grants and contracts must be approved in accordance with current University practices and policies.

7.72 Proposals for research support in the form of grants from or contracts with outside agencies must be approved in accordance with present procedures and practices. Use of campus facilities and equipment requires the prior written permission of the Department Chairperson, College Dean and Campus Provost. The Department Chairperson and the College Dean shall be advised in writing periodically of the progress of such programs.

7.73 The University encourages research, scholarship and other creative activity on the part of the faculty. It will continue to make facilities available, where feasible, and it will assist faculty members seeking external funding in the preparation of grant or contract proposals and provide for the expeditious internal review of such proposals for timely submission to funding agencies.

7.8 Non-University Employment

7.81 A faculty member may engage in professional consulting provided that such activity does not interfere with his responsibilities and obligations to the University. All consulting activities shall be recorded, along with time commitments, with the Department Chairperson and the College Dean. Contracted consulting services requiring the use of University services or facilities shall be subject to the same proposal approval mechanism as is applicable to funded research (Section 7.72). The name of the University may not be used, except to identify the consultant as a member of the University faculty and his position. Compensation for consulting services shall be subject to arrangement by the faculty member and the client and shall not involve the University in any other way.

7.82 Each faculty member who, on a regular basis, is employed outside the University shall so advise his Department Chairperson and the College Dean, stating his specific time commitments. Such employment shall not interfere with his responsibilities and obligations to the University.

7.9 Faculty Responsibilities and Obligations.

7.91 The University and the Council each recognize that mutual benefits derive from continual improvement of the University as an institution of higher learning, and that, toward this end, the primary professional responsibility of each member of the bargaining unit is to the University and the University community. The University and the Council concur that each member of the bargaining unit should display a high degree of professionalism. He should therefore:

(a) To the best of his ability, aspire to excellence in teaching his students, promote the learning process, and stimulate the intellectual development of his students. To this end, he shall meet each class as scheduled or provide equivalent instruction outside the classroom (e.g., field trips). Early in the semester he shall clarify course objectives and the evaluative techniques and standards to be used for each class taught. In addition, he shall evaluate assignments submitted by students in an effective manner for the student's development in the course.

(b) Possess knowledge of his subject matter and strive to keep informed of contemporary developments in his field of specialization.

(c) Seek to manifest objectivity and fairness in his relationships with members of the University community and most especially in the conscientious examining, grading, advising, and counseling of students.

(d) Strive conscientiously to improve the methods of instruction and to apply new approaches to teaching which show promise of success or which have been proven successful.

(e) Recognize the diversity of the student body by attempting to adjust to individual differences in the students.

(f) Accept a reasonable number of committee assignments, conscientiously serve on those committees of which he is a member, and fulfill the specific duties of any office to which he has been elected or in which he has volunteered to serve.

(g) Serve as a resource to student organizations on the campus where this is consistent with his interests and other commitments.

(h) Recognize his obligation to the entire University community but most especially to our graduates and their families by making every effort to attend the commencement exercises. The Administration shall make every effort to promote a meaningful ceremony with an appropriate recognition of the faculty role in the University.

(i) Adhere to reasonable deadlines and schedules established for the timely reporting of grades and for other matters related to student registration and record keeping.

(j) Assume a fair share of responsibility in department, college and campus registration advisement and in the student academic review process.

(k) Maintain reasonable adherence to course descriptions in accordance with the representations of the University Bulletin and other official University publications, and participate in a continuing review of such course descriptions to keep them current.

7.92 While the parties concur that fulfillment of professional responsibilities cannot be measured by any simple time standard, all full-time faculty, during the academic year, shall spend sufficient hours on campus each week to cover teaching assignments and at least three (3) office hours per week during the Fall and Spring Semesters, as well as appropriate committee assignments, scheduled meetings, and formal and informal discussion of the academic process with colleagues.

In addition, the faculty member shall be responsible for preparing classes, evaluating student work, and pursuing appropriate scholarly activities in facilities on or off campus.

7.93 The University shall encourage faculty participation in other professional activities which add to the faculty member's knowledge, qualifications, and reputation and to the reputation of the University, so long as these activities do not interfere with his primary responsibility to the University. The faculty member will cooperate with the University in striving to inform both the University community and the outside community of such achievements.

ARTICLE 8

WORKING CONDITIONS

8.1 Primary Appointment-Location. A faculty member's primary appointment and academic responsibilities are in a department of a college on one of the three main campuses: Florham-Madison, Rutherford, Teaneck-Hackensack. In nondepartmentalized units, the appointment is to a college and a campus.

8.2 Academic Ranks.

8.21 All full-time appointments to the faculty at the University shall be to one of the following ranks:

(a) Instructor.

(b) Assistant Professor.

(c) Associate Professor.

(d) Professor.

(e) Adjunct ranks /Lecturer (Adjunct Instructor), Adjunct Assistant Professor, Adjunct Associate Professor, Adjunct Professor/.

(f) "Professor Emeritus" title.

(g) Visiting ranks (Visiting Assistant Professor, Visiting Associate Professor, Visiting Professor).

(h) Retired ranks /Instructor (Retired), Assistant Professor (Retired), Associate Professor (Retired), Professor (Retired)/.

8.22 Notwithstanding the above, it is expressly understood that visiting faculty shall not be included within the bargaining unit nor shall part-time faculty in any of the above ranks.

8.23 Visiting and adjunct ranks and professor emeritus shall be defined as follows:

(a) Visiting Ranks. The full-time "Visiting" rank shall designate an appointment of an individual who holds academic rank at another institution of higher education and is on leave of absence from that institution. The appointment period to full-time "Visiting" ranks shall be one (1) year or less, with a limit of two (2) consecutive years of service. The AAUP shall be advised of each such appointment at the time such appointment is made.

(b) Adjunct Ranks. The full-time "Adjunct" rank shall designate an appointment of an individual who holds no professional position at another institution of higher learning, but is of substantial professional calibre, and is employed by the University to bring to it specific expertise. The "Adjunct" appointment shall be made to fill a position judged through the procedure for authorizing faculty slots

to be temporary or tentative. The period of full-time appointments to "Adjunct" ranks shall be for one (1) year or less and may be renewable for a cumulative total of three (3) years.

(c) Professor Emeritus. The title of "Professor Emeritus" is an honorary title. It may be awarded, in recognition of an outstanding academic career and noteworthy contributions to the University, to those who have retired and have attained the rank of professor at the University. The designation may be bestowed in accordance with the faculty status procedures described in Articles 10 and 11.

(d) An "Adjunct" faculty member shall be reviewed for possible continuation jointly by the Department Chairperson and the Department Personnel Committee and recommended to the College Dean if a temporary or tentative slot has been reauthorized. Although "Adjunct" and "Visiting" faculty shall not be subject to the usual notification dates, an effort shall be made to inform such a faculty member of his status before the end of the period of his appointment. Any subsequent reappointment shall be subject to the same procedure.

8.24 Appointments in the first four of the ranks in Section 8.21 are either probationary appointments credited toward tenure or continuous tenure appointments. However, if an "Adjunct" or "Visiting" faculty member receives a probationary appointment, the period of full-time "Adjunct" or "Visiting" service shall be credited toward the probationary period for tenure.

8.25 Retirement

(a) The retirement year shall be that fiscal year (July 1 - June 30) in which the member attains the age of 65. In the academic year following his retirement year, he shall be designated by his most recently held academic rank followed by "Retired" or, subject to Paragraph 8.23 (c), he shall be awarded the title "Professor Emeritus." The designation "Professor Emeritus" or "Retired" shall not be intended to waive the retirement age of 65.

(b) A "Retired" faculty member or "Professor Emeritus" achieving this status during the term of this Agreement may be called upon to serve an additional one-year appointment if there is evidence of his continuing high level of teaching effectiveness and of his academic specialization in an area needed by his department and justified by student enrollment.

The appointment of such faculty members to such one-year term of service shall be decided upon through the normal faculty status processes of Articles 10 and 11.

(c) In the event federal legislation, which prohibits mandatory retirement of those persons covered by this Agreement at the age set forth in paragraph 8.25 herein, becomes effective during the term of this Agreement, the lowest permissible age set forth in such legislation shall, upon its effective date, supercede the age set forth in 8.25, even though such legislation may, according to its terms, allow for a later date of implementation by virtue of this collective bargaining Agreement.

Should the mandatory retirement age in such legislation be 68 or above, there shall be no part-time teaching available after such age.

In the event of such legislation, this provision shall, with respect thereto, be in lieu of the obligation to renegotiate, set forth in paragraph 22 of this Agreement.

8.26 Part-time teaching after retirement may be available as follows:

(a) Retired faculty members, subject to the procedures applicable to the appointment of part-time faculty, may be appointed to teach not more than six (6) contact hours during each of the semesters of the academic year ending June 30th of the year in which the faculty member reaches his 67th birthday. For this service he shall be compensated at a salary prorated on the base salary of his last year of full-time service. Summer and Intersession teaching shall not be permitted.

(b) Retired faculty members, subject to the procedures applicable to the appointment of part-time faculty, may be appointed to teach not more than six (6) contact hours during each of the semesters of the academic year ending June 30th of the year in which the faculty member reaches his 68th birthday. For three (3) of these contact hours, he shall be compensated at a salary prorated on the base salary of his last year of full-time service. For the remaining three (3) hours he shall be compensated at the overload rate specified in Section 4.23.

(c) Under no circumstances shall a faculty member be appointed beyond the point described in Paragraph (b) above.

8.27 Tenured members who, subsequent to the effective date of this Agreement, retire shall be given the title of their last rank followed by "(Retired)," e.g., Associate Professor (Retired), and those who hold an emeritus title at the time of their retirement shall continue to enjoy that title. Such retired members shall enjoy the following privileges:

(a) On request they shall be provided with a parking permit entitling them to park in the faculty parking area on each campus.

(b) They shall enjoy full library privileges.

(c) They shall be admitted to the faculty dining facilities.

(d) They shall be entitled to participate in the general campus and college faculty meetings with voice but without vote.

(e) They shall have free access to faculty lounges on each campus.

(f) On request they shall receive regular mailings of the campus faculty bulletin from the campus at which they were working at the time of retirement.

(g) Emeritus faculty shall be listed in the University Bulletin.

8.28 Criteria for Faculty Ranks

(a) Appointment to the faculty of the University represents recognition of educational attainment, scholarly accomplishments, and evidence of the ability to communicate with and motivate individuals to learn.

(b) The faculty rank designations represent cumulative accomplishments and increased teaching competence, scholarship as reflected in degrees and certifications earned, honors won, scholarly and professional accomplishments, educational leadership, intellectual breadth, and creativity, all of which will stand the test of peer and collegial judgment within the institution and of the relevant general academic and professional standards.

(1) Instructor. For appointment to the junior rank of instructor, the candidate must possess an earned master's degree (or equivalent) and demonstrate a potential for effective teaching as attested to by those able to render judgments on the candidate's ability to communicate with and relate to others or by virtue of the candidate's having successful teaching experience. It is expected that the instructor will be enrolled in a program leading to the doctorate or other appropriate terminal degree.

(2) Assistant Professor. For promotion to or appointment to the junior rank of assistant professor, the candidate must meet the requirements for appointment as an instructor, and, in addition, must possess the earned doctoral or professional degree or equivalent normally required for teaching in his field; give evidence or substantial promise of effectiveness as a teacher, both in the classroom and in the guidance of students; demonstrate capacity for professional growth and accomplishment; and possess the ability to work constructively with members of the University community. In the case of promotion to this rank, there should be evidence of participation in University affairs, at least at the department level.

(3) Associate Professor. The associate professorship is a faculty rank at the senior level. For promotion to or appointment as associate professor, the candidate must possess the qualifications for an assistant professor and, in addition, professional growth and accomplishments beyond the earned doctorate or its equivalent should be evident, as should be a high degree of teaching proficiency and concern for the welfare of students. For promotion to this rank, there shall be evidence of substantial service beyond the department, especially in college and campus activities.

(4) Professor. The rank of professor represents the highest recognition that can be bestowed upon a faculty member. For promotion to or appointment as professor, the candidate must possess the qualifications of an associate professor and, in addition, offer a record of distinguished scholarly, educational, or creative achievement. The cumulative accomplishments of the candidate for appointment or promotion to the rank of professor must be such as to demonstrate high accomplishments within the University, sound judgment and creativity, intellectual breadth and leadership, and a mature record of professional advancement. There shall be a clearly recognizable record of teaching proficiency and concern for the welfare of students.

(c) In unusual circumstances, outstanding creative achievement, in the absence of the appropriate academic degree, may be evaluated for equivalence.

In all cases, teaching competence shall take priority in the evaluation processes. However, in unusual cases, outstanding accomplishments in some areas may be evaluated for equivalence in other areas.

(d) Years in Rank. A guideline for years in rank is not to be construed as suggesting automatic promotion nor as being restrictive of the recognition of unusual scholarly and professional attainment. It is expected that a faculty member will develop in each rank for a minimum period of time appropriate to the level of the rank, or until such longer time as may be required to meet the criteria for the next higher rank.

For promotion from instructor to assistant professor, the time spent in rank shall be sufficient to meet the rank criteria for assistant professor.

Promotion from assistant professor to associate professor normally shall not precede the decision to award tenure.

(e) It is recognized that each candidate for appointment or promotion shall be evaluated on the basis of the foregoing criteria within the context of his particular discipline, department and college.

8.3 Terms of Appointment

8.31 (a) The terms and conditions of every appointment to a faculty position within the bargaining unit shall be in writing and shall incorporate this Agreement by express reference. A copy of the appointment document will be supplied to the faculty member and a copy placed in his personnel file. Any subsequent extensions or modifications of such appointment (other than with respect to changes in the collective bargaining agreement as negotiated between the parties to this Agreement) and any special understanding or any notices incumbent upon either party to provide will be stated or confirmed in writing by document between the faculty member and the University, and a copy will be given to the faculty member and a copy placed in his personnel file. Any special standards, applicable to the member shall be included in the appointment document.

(b) Prior to the appointment of a new full-time faculty member, the College Dean shall advise him of his rights under 8.32 (j), 8.32 (k), and 8.32 (m), and secure from him a written statement listing all prior service, ranks held, and length of time in each rank at this University and other institutions. In each case, the statement shall indicate whether, to the best of his knowledge, the prior service was in a tenure track position at a regionally accredited institution of higher learning.

(c) Upon execution of this Agreement, each College Dean shall apply the procedures of 8.31 (b) to all current probationary faculty for whom a determination of prior tenure track service credit at a regionally accredited institution of higher learning (8.32 (j)) has not already been made.

8.32 Tenure and Probationary Appointments

(a) The University and the AAUP hereby adopt and incorporate by reference the 1940 Statement of Principles on Academic Freedom and Tenure formulated jointly by the Association of American Colleges and the American Association of University Professors, to the extent that said statement is not inconsistent with other provisions of this Agreement.

(b) Tenure shall be defined as that status wherein a member of the bargaining unit, or any individual in his capacity as a faculty member, shall be retained in his faculty capacity through the academic year ending in the fiscal year (July 1 - June 30) in which the member attains the age of 65, unless he resigns (Section 8.42), is dismissed for "adequate cause" (Section 8.5), or is terminated because of a reduction in force (Articles 17 and 18).

(c) The University agrees to recognize qualified members of the bargaining unit, or others in their capacity as faculty members, by granting them tenure after a prescribed probationary period.

(d) The award or denial of tenure shall be made pursuant to the review, judgment and recommendation processes set forth in Articles 10 and 11, or to the provisions of Section 8.32 (g), and to the final action of the Board of Trustees. The Board of Trustees shall base its tenure decision on the recommendation of the Vice President for Academic Affairs or the Faculty Status Judiciary, absent an unusual case and the most serious reasons, which shall be provided to the affected faculty member in writing.

(e) The following are criteria for tenure:

(1) Demonstrated ability to teach effectively and to maintain high academic standards.

(2) Appropriate academic degrees and, where applicable, other certifications.

(3) Evidence of such continuing preparation, study, research, publication, or other scholarly or creative activity appropriate to the discipline and consistent with continuing professional growth.

(4) The fulfillment of other professional responsibilities (Section 7.9).

(5) Contribution to the welfare of the students through counseling, advising, and similar activities.

(6) Service to the University.

It is recognized that each candidate for tenure shall be evaluated on the basis of the foregoing criteria within the context of his particular discipline, department, and faculty role.

(f) Tenure shall be granted consistent with the academic and staffing needs of the department, the college, and the University, taking into account the recommendations of the College Educational Planning Committees, as approved (Section 11.32).

(g) The granting of tenure to non-members of the bargaining unit or prior to the expiration of a full probationary period may follow the procedures below:

(1) Non-members of the bargaining unit occupying positions such as Assistant Dean and Associate Dean may be recommended for tenure in their capacity as faculty members through the regular faculty status processes described in Articles 10 and 11.

(2) A continuous tenure appointment prior to the expiration of the full probationary period for tenure may be recommended and granted only through the normal faculty status processes described in Articles 10 and 11 and Paragraph (d) above.

(3) With respect to the award of academic rank and tenure to administrative officers such as College Dean, Campus Provost, Vice President, or President, the Search and Screen Committee, Advisory Committee, or appointing or recommending administrator, as appropriate, shall consult with individuals such as the Chairperson of the relevant department, the chairperson of the Personnel Committee, the chairperson of the CFSC, and the College Dean, if available for such consultation, prior to recommending to the President or the Board of Trustees such award of rank and tenure.

(h) Probationary appointments are defined as annual appointments made to those members who have not yet been awarded tenure. They shall be for one (1) year, subject to annual review and renewal pursuant to the procedures described elsewhere in this Agreement.

(i) A member who completes a probationary period of fourteen (14) academic semesters of continuous active full-time contractual service shall have tenure effective with the first day of contractual service of the next academic semester (Fall or Spring) following the completion of such probationary period. Approved leaves of absence shall not be considered as interruptions of the continuity of contractual service, but such leaves shall not be counted toward satisfying the probationary period, except in the case of scholarly leaves of absence, as provided in Paragraph 8.32 (k) below.

(j) The probationary period shall include all previous service at other regionally accredited institutions of higher learning which would have led to tenure at those institutions, except that such credit for prior service at other institutions shall in no case exceed a total of three (3) years. If the prior service claimed by the member does not meet the foregoing standards, a determination of how many, if any, years of such service may be counted as part of the probationary period shall be made through the regular faculty status processes detailed in Articles 10 and 11. Such determination shall be made during the member's first year of service at Fairleigh Dickinson University.

(k) If a member is reappointed by the University after having been terminated or having resigned, his service prior to such termination or resignation shall count as part of the probationary period as if it were service at another institution. Scholarly leave of absence from the University for one (1) year or less, when granted in accordance with the provisions of Sections 6.33 and 6.34, shall count as part of the probationary

period as if it were service at another regionally accredited institution of higher learning. Any other leave of absence of one (1) semester or more shall not count as part of the probationary period. All full semesters which accrued during the probationary period prior to such leave shall continue to be counted as part of the probationary period when the member returns from such leave.

(l) The Department Chairperson shall confer in the Spring of each year with each faculty member on a probationary appointment in his department for the purpose of discussing with the member the evaluations made of him by the Department Personnel Committee and by the Department Chairperson, including any aspects of his performance which, according to these evaluations, have fallen short of department, college, or University expectations or standards. A memorandum of the fact of this meeting shall be placed in his personnel file.

(m) When a new faculty member is appointed who has held the same or higher rank at another institution of higher learning as he is to hold at the University, the appointment document shall indicate whether he is to be credited with any years in rank and, if so, with how many. As a general rule, the time credited in rank shall not satisfy more than one-half the minimum time requirement for promotion to the next rank.

8.33 Renewal of Untenured Members of the Bargaining Unit

(a) The following shall be criteria for renewal or nonrenewal of untenured members of the bargaining unit:

(1) Demonstrated ability to teach effectively, or adequate growth in ability to teach effectively, and maintenance of appropriate academic standards in teaching.

(2)Appropriate academic degrees and, where applicable, other certifications.

(3) Evidence of continuing preparation, study, research, publication, or other scholarly or creative activity.

(4) Fulfillment of professional responsibilities (Section 7.9).

(5) Contribution to the welfare of the students as through counseling, advising, and similar activities.

(6) Service to the University.

(7) Approved changes in the academic program of the department or college (Articles 10, 11, 17).

(8) Departmental enrollment.

(b) Non-renewal of probationary faculty may also be based on a finding of fact with respect to specific charges of:

(1) Professional misconduct.

(2) Incompetence due to severe mental or physical disability.

(3) Conviction of a felony or high misdemeanor or equivalent indictable offense.

(4) Wilful acts which directly and seriously subvert the rights and welfare of members of the University community.

The threat of filing such charges or the filing of such charges shall not be used to restrain a faculty member in the exercise of his academic freedom. No formal cognizance of such charges shall be taken unless the charges are stated in writing.

When written charges are filed, the College Dean shall convene a special hearing committee which shall investigate the matter, giving all appropriate parties an opportunity to be heard. The findings of such committee shall be transmitted by the College Dean to the Department, the Faculty Status Committee, the Vice President for Academic Affairs, the member, and the member's personnel file. The findings shall be taken into account by those involved in the faculty status processes, if in their judgment the findings are relevant. Neither the fact of the charges nor any material developed during the hearing provided for in this Section shall be the basis of any negative inference against the member unless the hearing committee finds that the charges or facts are substantiated.

(c) Written notice that a probationary appointment is not to be renewed shall be given to the member in advance of the expiration of his appointment in accordance with the following notification dates:

(1) March 1 for faculty members following their first year faculty status review.

(2) December 15 for faculty members following their second year faculty status review.

(3) All other probationary faculty members shall be notified by March 15 of the year preceding their terminal year.

In cases which require departmental reconsideration (Paragraph 11.22 (f)) and/or reconciliation between the CFSC and College Dean (Paragraph 11.22 (p)), these deadlines shall be extended by two weeks (See also Appendix A).

8.4 Notification and Acceptance of Appointment

8.41 The University shall notify members of the terms and conditions of their renewals according to the deadlines in Appendix A. It is the professional responsibility of all members to respond within thirty (30) days. An extension of up to one (1) month or longer, depending upon the circumstances, may be granted upon request. In all circumstances, a member is expected to reply in one of three ways:

(a) Acceptance;

(b) Declination (resignation); or

(c) By request for extension, as, for example, pending the outcome of an appeal or grievance procedure.

8.42 A member who resigns his appointment effective at the end of an academic year shall give notice in writing at the earliest possible opportunity, but not later than May 15th, or thirty (30) days after receiving notification of the terms of his appointment for the coming year, whichever date occurs later.

8.43 The member may properly request a waiver of this requirement of notice in case of hardship or in a situation where he would otherwise be denied substantial professional advancement or other opportunity.

8.5 Dismissal of Faculty on Tenure, or on Special or Probationary Appointment Before the End of a Specified Term.

8.51 Dismissal of a faculty member on continuous tenure, or on a special or probationary appointment before the end of the specified term, may be effected by the University only for "adequate cause" as defined herein and in accordance with the procedure set forth in Section 8.52 or pursuant to the terms and procedures set forth in Articles 17 and 18 of this Agreement.

"Adequate cause" for dismissal of a tenured or mid-contract term faculty member shall be predicated upon charges which are grave and extraordinary, which are limited to those set forth hereinbelow in Section 8.52. However, it is understood particularly that "adequate cause" for these purposes shall be limited to consideration of factors directly related to the alleged unfitness of the affected faculty member to discharge his professional responsibilities. Dismissal shall not be used to restrain faculty members in the exercise of academic freedom or other rights of American citizens, subject to the provisions of Paragraph 8.52 (a) (1), (2), and (3).

8.52 Dismissal Procedures.

(a) Dismissal proceedings may be instituted for any of the charges listed below. However, dismissal may not be effected unless and until the procedures below have been followed, the charges have been proven, and a determination has been made that the proven charges constitute "adequate cause" for dismissal as defined in Section 8.51 above. The following shall be grounds for instituting dismissal proceedings:

(1) Failure to perform professional responsibilities either through gross incompetence, gross negligence, or wilful disregard for scholarly and professional standards, or as a result of severe long-term physical or mental disability.

(2) Conviction of a felony or high misdemeanor.

(3) Wilful acts which directly and seriously subvert the rights and welfare of members of the University community.

(b) Pending a final decision by the Arbitration Panel, the faculty member may be suspended by the Administration or assigned to other duties in lieu of suspension, but only if he is unable to discharge his faculty responsibilities or if immediate harm to himself or others is threatened by his continuance in his former duties. Before suspending a faculty member, pending an ultimate determination of his status through the hearing procedures, the Administration shall consult with the AAUP concerning the propriety, the length, and the other conditions of the suspension. Salary shall continue during the period of the suspension.

(c) Dismissal of a faculty member with continuous tenure, or on a probationary appointment before the end of the specified term, will be preceded by the following steps:

(1) Confidential notification to the faculty member by the Administration of the probable commencement of dismissal proceedings, including a statement of the specific charges and of the faculty member's rights. A copy of this notice shall be forwarded to the AAUP.

(2) This action shall be followed by discussions between the faculty member and appropriate Administration officers, looking toward a mutually acceptable resolution, which resolution shall be reduced to writing, with a copy to the faculty member.

(3) If no mutually satisfactory resolution is reached in step (2) above within four (4) weeks, the matter shall be referred by the University President or his delegate to the duly elected Faculty Mediation Committee ("FMC") [see step (5) below] which shall assist the parties in attempting to effect a resolution Members of the FMC who are disqualified for bias or interest shall remove themselves from the case, either at the request of a party or on their own initiative. The FMC shall conclude its role within four (4) weeks.

(4) If settlement is achieved in step (2) or (3), the issue shall be deemed resolved, and a statement of the terms of the mutual settlement shall become a part of the faculty member's personnel file, which settlement shall not be inconsistent with the terms of this Agreement.

(5) The Faculty Mediation Committee is a University-wide standing committee consisting of six (6) tenured faculty members, two (2) elected by the faculties of each campus, for a two-year term. A faculty member may be re-elected for one (1) term. Elections shall be held in the Spring each year and terms of office shall be staggered.

(6) If, after conclusion of the above steps, no settlement has been achieved and the University wishes to undertake formal dismissal proceedings, the faculty member shall receive a written statement of charges (with a copy to AAUP), framed with reasonable particularity by the President or the President's delegate, and the faculty member's case will be heard, according to the procedures below, by a special Arbitration Panel whose judgment shall be final and binding upon the University and the AAUP.

(7) The Arbitration Panel shall consist of the following three (3) persons: one (1) person to be selected by the AAUP with the approval of the affected faculty member; one (1) person appointed by the Administration; and one (1) person from the AAA panel of arbitrators, selected in accordance with Section 15.47.

(d) Arbitration Procedures: The operation of the Arbitration Panel and the rights of the faculty member shall be protected in accordance with the following:

(1) The Arbitration Panel may, with the consent of the parties concerned, hold joint prehearing meetings with the parties in order to

(i) Simplify the issues,

(ii) Effect stipulations of facts,

(iii) Provide for the exchange of documentary or other information, and

(iv) Achieve such other appropriate prehearing objectives as will seek to make the hearing fair, effective, and expeditious.

(2) Service of notice of hearing with detailed charges in writing shall be made upon the affected faculty member and the AAUP by the Administration appointee on the Arbitration Panel at least twenty (20) days prior to the hearing. The hearing shall proceed unless the faculty member waives a hearing in writing. If the faculty member waives a hearing but denies the charges against him or asserts that the charges do not support a finding of "adequate cause," the hearing tribunal shall evaluate all available evidence and rest its recommendation upon the evidence in the record.

(3) The affected faculty member shall determine whether the hearing should be public or private, and no adverse inference shall be drawn from his determination.

(4) The faculty member shall be entitled to have an academic advisor and/or legal counsel of his own choice attend and participate fully in the proceedings.

(5) The AAUP and its counsel (if different from the individual's counsel) may also attend and participate in the proceedings.

(6) The Arbitration Panel shall grant reasonable adjournments to enable either party to investigate evidence as to which a valid claim of surprise is made.

(7) If requested by the faculty member, a verbatim record of the hearing or hearings shall be taken and a typewritten copy shall be made available to the faculty member, with the cost shared equally between the faculty member and the Administration.

(8) The burden of proof that "adequate cause" exists rests with the University and shall be satisfied only by clear and convincing evidence in the record considered as a whole.

(9) The Administration shall make reasonable efforts to cooperate with the faculy member to make available requested witnesses who are University employees, and relevant documents.

(10) The faculty member and the Administration shall have the right to confront and cross-examine all witnesses.

(11) In the hearing of charges of gross incompetence, the University's burden shall include the proffering of expert witness(es) from this or other institutions of higher education.

(12) The Arbitration Panel shall not be bound by strict rules of legal evidence, and may admit any evidence which is of probative value in determining the issues involved. Every possible effort shall be made to obtain the most reliable evidence available.

(13) The findings of fact and decision shall be based solely on the hearing record.

(14) In all other respects, the Voluntary Labor Arbitration Rules then in force of the American Arbitration Association shall prevail regarding the conduct of the hearing.

(15) Except for such simple announcements as may be required, covering the time of the hearing and similar matters, public statements and publicity about the case by administrative officers shall be avoided so far as possible until the proceedings have been completed. The President, the AAUP, and the faculty member shall be notified of the decision in writing and shall be given a copy of the record of the hearing.

(16) The Arbitration Panel shall be empowered to determine the appropriate remedy.

(17) The findings of the Arbitration Panel shall be final and binding upon the parties.

(18) The provisions of Section 15.48 shall apply to the Arbitration Panel with full force and effect.

8.53 Terminal Salary or Notice. If the dismissal for cause is upheld, the faculty member shall receive salary payments through the end of the term of his current appointment. On recommendation of the FMC, the President, in determining what, if any, payments will be made beyond the effective date of dismissal, may take into account the length and quality of prior service of the faculty member; but this decision shall not be affected by the fact of the hearing nor the evidence presented.

8.6 Procedures for Imposition of Sanctions Other than Dismissal. If the Administration believes that the conduct of a faculty member, although not constituting adequate cause for dismissal, is sufficiently grave to justify imposition of a sanction, the Administration may institute a proceeding to impose such a sanction; the procedures and standards outlined hereinabove for dismissal shall govern such a proceeding.

8.7 Faculty Personnel Files.

8.71 The University shall maintain only two (2) categories of personnel files for each member of the unit, except as modified in Section 8.78.

(a) There shall be a pre-employment file which shall contain all and only materials requested or received by the University in connection with the original employment of the member. Initial letters of recommendation shall be kept confidential and kept exclusively in the pre-employment file. Other material submitted prior to the member's employment, with the understanding that it be kept confidential, shall be so kept in the pre-employment file. Copies of non-confidential materials received prior to the employment of the member shall be kept in the member's official personnel file described below. The pre-employment file shall be kept by the Vice President for Academic Affairs or his designee.

(b) There shall be an official personnel file which shall be maintained by the Dean of the College of the respective member. A copy of this file may be maintained by the Chairperson of the member's department. All official records concerning each member which may have been maintained by the Administration or by the member's

department shall, as soon as reasonably possible after execution of this Agreement, be surrendered to the appropriate College Dean for inclusion in the official personnel file.

8.72 The official personnel file of each member shall include, but not be limited to, the following:

(a) Copies of materials from the member's pre-employment file as provided in Paragraph 8.71(a).

(b) An updated curriculum vitae. It shall be the member's responsibility to update his curriculum vitae annually, no later than October 1st, whether or not he has a matter subject to faculty status review. The format and sequence shown in Appendix F shall be used in updating the curriculum vitae.

(c) Past Memoranda on Appointment to Faculty, with salary information deleted.

(d) All faculty status flow sheets and attached appendices for faculty status actions subsequent to the 1974-75 academic year, and prior flow sheets where available. The appendices shall contain actions subsequent to the 1974-75 academic year, including copies of all faculty status recommendations by Department Personnel Committees, Department Chairpersons, College Faculty Status Committees, and College Deans. The decision of the Vice President for Academic Affairs shall also be included.

(e) For faculty status actions prior to the 1975-76 academic year, a summary, certified by the appropriate chairperson of the Department Personnel Committee, of each action taken by the Personnel Committee, and a summary, certified by the appropriate chairperson of the CFSC, of each action taken by the CFSC. These summaries shall list the names of all members of committees present at the time of actions but shall not identify votes or comments by name. (The original signed comments shall be sealed and placed in the pre-employment file in the Office of the Vice President for Academic Affairs, and they shall not be available except where formally required in a legal action.)

(f) All non-student evaluations of teaching.

(g) A statistical reduction of all student evaluations. Such reduction shall be certified by the chairperson of the Personnel Committee. The original data shall not be destroyed until such time as the deadline has passed for the filing of a Faculty Status Grievance and until such time as the faculty member has had an opportunity to verify the results, but nc later than three (3) months following notification to the faculty member that such data reduction has taken place. Until they can be destroyed, the original student evaluations shall be maintained in the Department Office by the Department Chairperson. The faculty member and committees or individuals participating in the faculty status process shall have access to such original student evaluations at appropriate periods in the review process. All student evaluations shall remain anonymous. Letters or other written statements

must bear the name(s) of the individual author(s) and the date, except that comments written as part of the student evaluations shall be anonymous and remain in the original data file until the material contained therein is destroyed, but shall not be included with the statistical summary which is incorporated in the official personnel file.

(h) Information relating to the member's academic and professional accomplishments submitted by him or placed in the official personnel file at his request. With respect to material which is of a trivial or transitory nature, each College Dean shall separate what is judged relevant material from what is judged irrelevant material and then consult with the faculty member for the purpose of seeking agreement as to what material can be discarded. Such agreement shall be reduced to writing and included in the faculty member's file. With respect to certain papers, books, and other voluminous material which have, by agreement, been removed from the file, the file shall, at the option of the member, contain a notation that such materials have been removed and are in the possession of the faculty member.

(i) Memoranda of discussion between the member and his Department Chairperson, College Dean, or other colleagues relating to evaluations of his professional performance. Copies of such memoranda shall be sent to the member involved.

(j) The member shall have the right to include in his file any other material he considers relevant. However, where such material infringes upon the confidentiality of material relevant to other faculty members, it may be included in the member's file only with the express consent, in writing, of such other affected faculty members.

8.73 All material added to a faculty member's personnel file shall be submitted to the Office of the College Dean with a copy to the faculty member's Department Chairperson. All papers in a member's personnel file shall carry the College Dean's official stamp and the dates of receipt in the Dean's office. Such papers shall be sequentially numbered and logged.

8.74 The member shall be notified of and have an opportunity to read all materials originating in the department prior to their inclusion in the personnel file. He shall also be notified promptly of any other materials placed in his file.

8.75 The official personnel file shall be available for examination and review by the member. Such review or examination shall take place at reasonable hours in an area designated by the College Dean, and only upon prior notice to and in the presence of one who normally has custody of such file. In each file a log shall be kept of individuals who have had access to the file. A member shall be permitted to make copies of materials in his personnel file at his own expense.

8.76 The official personnel file shall be made available to the committees and individuals responsible for the review and recommendations of members with respect to reappointment, promotion, tenure, and other matters of faculty status. All individuals having access to personnel files shall maintain the contents of such files in confidence. The personnel file shall be available to members of the Department Personnel Committee and the College Faculty Status Committee only in the course of the Committees' work and in their capacity as members of these Committees.

8.77 If a member alleges that some of the contents of his file are demonstrably false (excluding judgmental observations such as faculty and student evaluations), the following opportunities shall be available to the member:

(a) The member may include in the file any rebuttal material and evidence he chooses.

(b) The member may appeal to the College Dean to have such material removed from the file and destroyed. Before rendering his decision, the College Dean shall meet with the College Faculty Status Committee to review the material alleged to be false and all of the rebuttal material and evidence submitted by the member. The decision of the College Dean shall rely heavily upon the recommendation of the College Faculty Status Committee. Should the Committee disagree with the decision of the College Dean, it shall so note in the personnel file, stating its reasons.

8.78 Nothing in this Section shall limit the University in the maintenance and retention of records dealing with routine matters, including but not limited to payroll and benefits. Upon request, members shall be provided with adequate and appropriate information from such records to meet their stated needs.

8.8 Campus Facilities.

8.81 Library Facilities. Hours of operation of the libraries shall continue to be determined by the needs of the students and the faculty. Policy shall be set in consultation with the Committee on Library Service (Section 12.18).

8.82 Parking.

(a) Faculty members annually shall apply for and be issued parking stickers for a particular campus which shall be valid on any campus of the University. If more than one automobile is owned by the faculty member, additional stickers shall be provided as specified above. There shall be no parking fee.

(b) The Campus Administration shall continue to make reasonable efforts to improve upon parking space availability, consistent with good planning practices, budgetary constraints, and the requirements of all components of the University Community.

(c) Specific areas of parking lots or specific parking lots in reasonable proximity to campus offices shall be set aside for use by the faculty, with the particulars for each campus set forth below:

(1) Rutherford Campus: Specific parking lots as currently provided for faculty and staff use shall be maintained.

(2) Florham-Madison Campus: The following parking areas shall be reserved for faculty use:

Mansion Parking Lot	11 spaces
Science Building Lot	10 spaces
Dreyfuss College Lot	20 spaces
Area 2 Lot closest to Dreyfuss Road	10 spaces
Earth Science Lot	6 spaces
Library Lot	6 spaces
Dormitory Area Lot	1 space
	64 spaces

The above areas shall be for non-chairpersons. Spaces currently reserved for chairpersons shall continue to be maintained. There shall be a reduction of one (1) chairperson space in the Earth Science lot. One additional space in each of the Mansion and Dreyfuss lots shall be set aside for chairpersons.

Each reserved area shall be appropriately identified.

(3) Teaneck-Hackensack Campus: The parking modifications made pursuant to the process described in the 1976-77 Agreement and approved by the Provost of the Teaneck-Hackensack Campus shall be maintained. If persistent parking problems develop during the term of this Agreement, they shall be subject to the provisions of Section 8.86.

(4) Dental School: The Dental School North Parking Lot and the Dental School South Temporary Parking Lot and the Street cul-de-sac east of Fuller Place shall be reserved and identified for use by Dental School faculty and staff. Persistent parking problems affecting Dental School Faculty and staff shall be subject to the provisions of Section 8.86. If additional parking needs develop during the term of this Agreement, additional reserved and designated spaces shall be provided in the Northeast parking lot. There shall be individually numbered reserved parking spaces for chairpersons in the Dental School North Parking Lot.

(d) Faculty members who qualify on special or unusual grounds for parking assignment as defined in the Campus Motor Vehicle Regulations or equivalent document shall be accommodated using the reserved areas assigned to full-time faculty as described in Paragraph (c) above, or in other areas in reasonable proximity to offices and classrooms where unassigned spaces are available.

(e) Current practices with respect to hours of reservation shall be maintained except as they may be modified in accordance with Paragraph (c) above.

(f) Failure to discharge any open parking citations for violation of reasonable parking regulations may be grounds for rejection of an application for a parking sticker until such time as outstanding fines are paid.

8.83 Offices and Telephones.

(a) The Administration shall continue to make reasonable efforts both to provide every faculty member with office facilities suitable to the discharge of his University responsibilities and to assure an equitable allocation of available office space. The Campus Provost shall make reasonable and prompt efforts, within budgetary and space constraints, to resolve complaints by individual faculty members or departments transmitted through normal channels concerning the adequacy or equitable allocation of the office space assigned to them. In such cases the Campus Provost shall seek the advice of the Committee on Buildings and Grounds.

(b) Members of the faculty shall have reasonable access to their offices, consistent with good security, safety, and energy conservation procedures. After the normal classroom day and at other times classes are not in session, e.g., holidays and campus shutdowns, access to offices shall be gained upon appropriate identification (Campus Identification Card) shown to the Security Office. During these periods, the faculty, their students, and guests will observe prudent security and safety measures.

(c) Each member shall have access to a telephone extension, appropriately listed in a tri-campus telephone directory to be distributed to the faculty.

8.84 Student Assistants. In the disciplines in which student assistants may be effectively used, the Administration and the Financial Aid Office shall make every reasonable effort to increase their number. The Administration shall apprise the departments and faculty of the availability of college work study and grant-in-aid students. The department and the faculty member involved shall have veto on the acceptability of any student assistant.

8.85 Secretarial Assistance. Secretaries shall be assigned to departments or comparable academic units for the purpose of assisting both the Chairperson and the faculty in the performance of University business. Where time permits, the supportive personnel shall be available to assist the faculty with other professional activities, such as the typing of scholarly manuscripts. All requests for such non-routine services shall be processed through the Department Chairperson, who shall determine priorities. Where necessary and where possible, secretarial assistance shall be supplemented by student assistants.

8.86 Buildings and Grounds. There shall be on each campus a Committee on Buildings and Grounds (Section 12.18), which shall investigate persistent problems and make recommendations to the Campus Provost regarding all physical facilities and proposed changes which might affect the conditions under which the faculty works. This Committee shall participate in the planning and development of new building construction and major alterations to existing buildings and grounds.

8.87 Payroll Practice

(a) Payment for full-time faculty on Memorandum on Appointment shall begin on the 15th of September and shall occur on the 15th of every month thereafter for the duration of the appointment. Such faculty who may wish to elect twelve (12) monthly payments may do so, by so indicating on the annual appointment document.

(b) Payment for full-time faculty on Letter of Appointment shall begin on the last day of September and shall occur on the 15th day of every month thereafter for the duration of the appointment. However, when the Payroll Office receives proper notification (five-part Payroll/Personnel Form) later than September 15th, payment shall be made at the earliest possible regular payment date. Such faculty members who are on academic-year appointments who wish to elect twelve (12) monthly payments may do so, by so indicating on the annual appointment document.

(c) If it becomes necessary to make unforeseen large payroll deductions for a faculty member, where this necessity arises solely as a result of University actions, such deductions shall be made equally over the remaining paychecks to be issued under the current employment contract.

8.88 Instructional Facilities and Equipment.

(a) The Administration shall make a reasonable effort to schedule classes in rooms appropriate to instructional needs, subject to budgetary and space constraints.

(b) The Administration shall make a reasonable effort to provide equipment and/or other facilities appropriate to the conduct of courses, subject to budgetary and space constraints. Requests for new or revised courses shall contain specific reference to such requirements.

8.9 Insurance

8.91 The University agrees to provide the bargaining unit with a list of all insurance policies currently carried by the University which provide coverage for its members.

8.92 A copy of each such policy shall be filed with the AAUP for its information. The University agrees to cooperate with the AAUP in obtaining interpretation of such insurance policies when requested to do so.

ARTICLE 9

CALENDARS AND SCHEDULES

9.1 The Campus Calendar.

9.11 The AAUP and the University concur that the campus calendar should not merely accommodate the minimum class hour requirements, but should also be such as to encourage efforts on the part of the faculty for innovative programming to serve the needs of a variety of student publics.

9.12 In the design of the campus calendar, the following factors must necessarily be taken into account by the University and the Campus Council:

(a) The need of the faculty to fulfill their responsibilities with respect to student evaluation, final examinations, student advisement, and the review of student records and academic status.

(b) The minimum class hour requirements as specified by the appropriate regulations or standards of the Department of Higher Education of the State of New Jersey.

(c) Special eligibility requirements by State and Federal agencies, such as the Veterans Administration.

(d) Student related requirements, such as those associated with the residence halls, counseling services, and the admissions, bursarial, registrarial, and financial aid functions.

(e) The paid holiday schedule of the University employees not covered by this Agreement.

(f) The religious observance of significant proportions of the University community.

(g) Special University circumstances, such as those associated with voluntary or mandatory restrictions upon energy consumption.

(h) Effective use of University physical facilities and personnel.

(i) Whether or not to schedule a reading period or an examination period.

9.13 The following procedure shall apply to the design and approval of the campus calendar.

(a) The Campus Provosts, the Vice President for Academic Affairs, and the Vice President for Financial Affairs shall confer for the purpose of arriving at tentative starting and completion dates for the Fall and Spring Semesters, the Intersession, and the Summer Sessions, with a view toward achieving commonality of the basic calendar among the campuses, e.g., starting and completion dates, major recess periods.

(b) The Campus Provosts shall then request the chairperson of each Campus Council to convene from among its membership a Calendar Committee for the purpose of designing a recommended campus calendar. The Campus Provost shall make a presentation to the Calendar Committee, pointing out the essential parameters in the design.

(c) The Calendar Committee shall design and recommend a campus calendar for presentation to and vote of the Campus Council. A three-week period shall be allocated by the Calendar Committee during which time the proposed calendar shall be communicated to the campus constituencies (academic and administrative units, faculty, student and staff groups) for comment and recommendation.

(d) The Campus Provost, upon receipt of the recommended campus calendar, shall confer with the other Provosts and with the Vice President for Academic Affairs and the Vice President for Financial Affairs, with a view toward assuring the appropriate and necessary integration of University operation. The Campus Provost shall then explain the need for modification, if such is found to be necessary, to the Campus Council. The Campus Council will then revise the campus calendar in accordance with the stated needs.

(e) Following step (d), the Campus Provost shall submit the proposed campus calendar to the Vice President for Academic Affairs and the Vice President for Financial Affairs for formal approval.

9.14 The Campus Provosts shall be responsible for initiating the request for study on the part of the Calendar Committee such that a campus calendar shall be available during the Spring Semester, providing at least one (1) full year prior to the year of implementation.

9.15 Pursuant to the foregoing procedure, the calendar may be modified as necessitated due to unforeseen or uncontrollable circumstances.

9.16 On those campuses on which no formal final examination week is scheduled, classes are to be held through the end of the semester and shall not be cancelled.

9.2 Schedules. The AAUP and the Administration concur with the principle that the schedules of the departments should be coordinated to the maximum extent feasible with those of other departments on a given campus in order to facilitate the scheduling of student programs and to make more efficient use of campus facilities.

9.3 Academic Year.

9.31 The academic year shall cover the period beginning with the first day in September and ending two weeks after Commencement, which two-week period shall be for the purposes of student evaluation and the academic review of student records and for other assignments within department, college, campus, and University governance.

9.32 In certain instances, a faculty member may contract for services beyond the period described by the academic year. In such cases, the appointments shall be referred to as "Twelve-Month Appointments" and shall be in accordance with current practices in the respective units.

ARTICLE 10

DEPARTMENT GOVERNANCE

10.1 Department Policy Committee (DPC)

10.11 Each department in colleges with department structure shall form a Department Policy Committee (DPC). The specific composition of the DPC shall be determined by each department, except that its size shall be at least equal to that of the Personnel Committee (Section 10.21). Where practical, the entire department may function as a DPC. The DPC may form such subcommittees as it deems appropriate. The non-departmentalized campus faculties of the College of Education shall form organizations appropriate to their respective needs in the areas relative to the DPC function.

10.12 The DPC shall perform the following functions:

(a) Formulate department policy within the framework of college, campus, and University policies; and formulate recommendations, for transmission to the College Dean through the Department Chairperson, in the areas of academic programming, future directions of the department, student concerns relevant to the department, course proposals, and textbook policy.

(b) Formulate recommendations, for transmission to the College Dean through the Department Chairperson, in the areas of budgetary design and staffing requirements.

(c) Advise the Department Chairperson with respect to course scheduling. If a difference of opinion arises between the Chairperson and the faculty member with respect to an individual teaching schedule, where time permits, the matter shall be referred to the DPC. If either the faculty member or the Chairperson is dissatisfied with the recommendation of the DPC, either or both may appeal the matter to the College Dean for final resolution. In emergency situations, as for example just prior to the start of a semester, the matter shall be referred directly to the College Dean for final resolution.

(d) Advise the Department Chairperson in his evaluation of the department's non-teaching personnel and in formulating staffing requirements for such personnel.

10.13 If the DPC does not comprise the entire department, it shall consult with department members who are not DPC members on matters within the Committee's areas of responsibility.

10.14 The Department Chairperson shall chair the DPC.

10.15 The DPC shall elect a secretary from among its membership.

10.16 The DPC shall determine the extent and manner of student participation in the DPC and its subcommittees (if any) in consultation with the majors of the department.

10.17 The DPC shall establish its rules of operation, provided that they are consistent with this Agreement and with University policies and regulations.

10.18 All members of the DPC and of its subcommittees (if any) shall receive timely notice of all meetings.

10.2 Department Personnel Committee

10.21 Each department in colleges with department structure and the non-departmentalized campus faculties of the College of Education shall elect a Personnel Committee as follows:

(a) The Personnel Committee shall consist of one-third (1/3) of the department, or a minimum of five (5) full-time faculty members, exclusive of the Department Chairperson. In any department with less than five (5) full-time faculty members, all shall serve on the Committee. Two-thirds (2/3) of the Personnel Committee shall be associate professors or professors and one-third (1/3) shall be assistant professors or instructors. Where the distribution of ranks in the department or the size of the department makes the foregoing proportions impossible to implement, the department shall elect representatives to the Personnel Committee in such a way as to approximate the proportions stated above, giving priority to the representation of associate professors and professors. The faculty Personnel Committee members shall be elected annually by secret ballot of the full department between May 1 and May 15 of each year.

(b) In the case of multi-discipline departments, each discipline shall be represented, increasing the membership if necessary.

(c) To ensure rotation of Personnel Committee membership where possible, and subject to the availability of department members willing to serve, at least one-third (1/3) of the elected members of the Personnel Committee shall not have served as members of the Personnel Committee in the previous year. In cases of conflict, the rank distribution and discipline representation requirements shall take precedence over the need for membership rotation.

(d) The campus faculties of the College of Education shall be considered departments for purposes of personnel recommendations. The specific governance structure of Edward Williams College is described in Appendix E.

10.22 Emeritus and "Retired" faculty members are not eligible for Personnel Committee membership.

10.23 The Department Chairperson may vote for Personnel Committee members, but he shall not serve on the Committee.

10.24 The student majors of the department shall elect one (1) representative and one (1) alternate to the Personnel Committee. There shall be one (1) student vote. For departments with no majors, the student representatives shall come from outside the department and may come from outside the college.

10.25 Faculty members of the Personnel Committee shall be full-time faculty members who have previously served at least one (1) full academic year at the University before their term on the Committee begins. Students serving on the Personnel Committee shall have been enrolled as full-time students for at least the previous full year, shall be in their junior or senior year at the time of service, and shall have eligibility established in accordance with minimum standards established under Section 11.18.

10.26 The Personnel Committee shall elect its own chairperson and secretary and establish its rules of operation, provided that they are consistent with this Agreement and with University policies and regulations.

10.27 All members of the Personnel Committee shall receive timely notice of all meetings.

10.3 Renewal, Non-Renewal, Promotion, Tenure, and Sabbatical Leaves for Full-Time Faculty

10.31 Yearly Faculty review begins in the Fall Semester as per Appendix A. The Department Chairperson shall forward to the Personnel Committee the names of all the members of the department who, under University and College regulations and under provisions of this Agreement, must be reviewed for renewal or non-renewal, tenure, or sabbatical leaves, and names of those he believes should be reviewed for promotion and emeritus status. At the same time, the Department Chairperson shall advise each affected faculty member in writing that his case is to be reviewed.

For faculty members with non-standard employment dates (e.g. mid-year) or 12-month faculty members, the Department Chairperson and Personnel Committee shall adhere to the following guidelines when determining eligibility for the various personnel procedures listed above:

(a) Faculty review and recommendations shall, insofar as possible, be coordinated with the standard calendar of University personnel actions.

(b) For purposes of tenure, promotion, and sabbatical leave, units of measurement shall be full academic semesters. Faculty members appointed after the fourteenth (14th) calendar day of an academic semester shall begin accumulating time for the above actions effective with the next full semester of contractual service.

(c) Twelve-month faculty shall accrue credit for two (2) academic semesters for each 12-month period of service.

(d) Faculty members appointed after the fourteenth (14th) calendar day of the Fall semester shall be accorded first year review in the following academic year. For these faculty members the judgment on renewal or termination for the succeeding academic year shall be made jointly by the Department Chairperson and the Department Personnel Committee and recommended to the College Dean, who will in turn recommend to the Vice President for Academic Affairs. Notification to such faculty members must be made by March 31.

The Personnel Committee may choose to review additional individuals, and a member of the department may petition the Committee on his own behalf, with a copy to the Department Chairperson, according to the deadlines listed in Appendix A. If the Personnel Committee initiates the review of an individual, he shall be notified in writing by the chairperson of the Committee, with a copy to the Department Chairperson.

The Department Chairperson shall provide the Committee with convenient access to the individual's official personnel file and with his own written preliminary recommendation.

10.32 A faculty member subject to faculty status review may submit a written statement regarding his case to the Personnel Committee and to the Department Chairperson according to the deadlines listed in Appendix A. If the matter for review is discretionary, the faculty member may in his written statement request that his name be withdrawn from consideration.

10.33 A member of the Committee shall absent himself in the deliberations of the Committee when his own case is being considered. However, he shall have the same opportunities to support his case as any other faculty member.

10.34 The Committee shall consider all personnel matters in closed session. All deliberations of the Personnel Committee shall be confidential, except as otherwise provided in this Agreement. The Committee shall grant any faculty member's request for a personal appearance with regard to his own case. The Committee may question the Department Chairperson concerning his preliminary recommendation or other personnel information concerning the affected faculty member.

10.35 (a) In arriving at its judgments, the Committee shall consider peer evaluations; student evaluations; department, college, and University service; any special conditions which were specified in writing at the time of initial appointment; department, college, and University criteria; professional attainment; and scholarly productivity. Recommendations of all faculty members in the department may be sought.

(b) The Committee recommendation in each case shall be made in writing by the Committee chairperson and shall be signed by all members of the Committee present and voting. It shall give the exact vote in each case, while assuring the anonymity of the individual votes, and shall give also the expressed reasons, if any, for the positive and the negative votes. The members of the Committee opposing the majority judgment may submit a minority report which shall be transmitted by the Committee chairperson to the Department Chairperson.

10.36 During the Spring, 1978 semester, a committee composed of Administration and AAUP representatives shall examine various machine scorable instruments for student evaluation of instruction. The instruments shall be used to evaluate teaching for use in the faculty status review process and to assist the faculty member in the improvement of instruction. The committee shall test selected instruments in the Fall semester of 1978. Upon the completion of the trial period, the instruments will be evaluated by the committee and a recommendation made to the parties to this Agreement. Use of the selected instrument shall commence on the Fall semester 1979. In the interim period, evaluation instruments currently employed shall continue in use.

10.37 The recommendation of the Committee and that of the Department Chairperson shall be forwarded to the College Dean by the Department Chairperson according to the deadlines of Appendix A. The recommendations must be accompanied by all supporting documentation including:

(a) The faculty member's own statement, if any, and an updated curriculum vitae prepared by him using the format of Appendix F.

(b) The results of any recent classroom observations by faculty colleagues, including the Department Chairperson.

(c) The Department Chairperson's preliminary recommendation to the Committee.

(d) A summary of student evaluations.

10.38 The AAUP and the Administration concur that peer evaluation is a desirable part of the evaluation process. This process may include techniques such as classroom observation; analysis of course outlines, term papers, and examinations; and other evidence of teaching proficiency.

If classroom observation is to be made, it shall be done by faculty colleagues, one of whom may be the Department Chairperson, at times convenient to the concerned faculty member. Assignment of those who shall make such classroom observations is to be made by the Department Chairperson in consultation with the Personnel Committee. If classroom observation is part of the department's peer evaluation process, and if the faculty member consents to the observation, a report of such observation must be made in writing and shall become part of the faculty member's personnel file. A copy of the report must be given to the faculty member.

10.39 The Department Chairperson shall advise the affected faculty member in writing at the time the recommendations are forwarded to the College Dean (Section 10.37). The faculty member shall be provided with and shall receipt a copy of the recommendations, and they shall be placed in his personnel file. The faculty member shall then have the opportunity, if he so desires, to submit a further statement regarding his case to the College Faculty Status Committee, with copies to the Personnel Committee, the Department Chairperson, and the College Dean. Such statement must reach the CFSC in accordance with the deadlines specified in Appendix A.

10.4 New Appointments of Full-Time Faculty.

10.41 The DPC shall review department faculty needs and, if replacement or additional staff is needed, frame requests, with justification, to be transmitted to the College Dean by the Department Chairperson. Department requests shall be transmitted to the College Educational Planning Committee by the College Dean for review.

10.42 When a faculty slot has been authorized by the Administration to fill a department vacancy or when a new slot has been authorized, the Personnel Committee shall join with the Department Chairperson to serve as a screening committee for applications. The screening committee shall:

(a) Review the department requirements for the position and write a description of such requirements, including disciplinary background and prior experience.

(b) Review and comply with University policies and procedures as they pertain to applicable law and affirmative action requirements.

(c) Pursuant to University policies, request the Department Chairperson to solicit applications for the position.

(d) Seek the advice of other members of the department, where appropriate.

(e) Take into consideration the rank criteria specified in this Agreement, and recommend the rank (consistent with the slot authorization) at which each recommended individual is to be hired.

10.43 The screening committee shall prepare a slate of candidates for presentation to the College Dean. The slate may be ranked. If the screening committee is unable to submit more than one candidate, it shall include detailed reasons in its recommendations to the College Dean.

10.44 In reviewing the department recommendation, the College Dean shall consider:

(a) Department, college, and University criteria for the selection of faculty (Section 8.28).

(b) Stated department and college needs.

(c) University policies and practices with respect to affirmative action.

(d) Criteria with respect to rank and salary guidelines.

10.45 The College Dean shall respond to the department slate within fifteen (15) working days. If the College Dean does not concur with the ranking of the screening committee, he shall give reasons in detail and in writing. If, after consultation, the screening committee does not agree to the modifications requested, it may appeal to the Vice President for Academic Affairs (or his designee). If the screening committee does not rank the candidates, the College Dean shall select an acceptable candidate. If the College Dean accepts no candidate from a slate, he shall provide reasons in detail and in writing. The screening committee may then appeal to the Vice President for Academic Affairs (or his designee) or prepare a new slate.

10.46 The Vice President for Academic Affairs shall consider the recommendations of the department screening committee and of the College Dean, and shall respond to the College Dean within fifteen (15) working days after receipt of the recommendations.

10.47 If a new department is being created, the College Dean, in consultation with the College Educational Planning Committee, shall appoint an ad hoc screening committee consisting of five (5) members of the College Faculty to act in lieu of the department screening committee. The ad hoc committee shall follow the procedures above.

10.5 Appointment and Retention of Part-Time Faculty

10.51 Notwithstanding Sections 10.52 and 10.53, part-time faculty shall not be construed as being included within the bargaining unit.

10.52 The Personnel Committee shall provide the Department Chairperson with a list of individuals recommended by it for part-time employment in the department. To assist the Committee in this function, the Department Chairperson shall make available to the Committee applications received for part-time employment. In emergency situa-

tions, as for example when a vacancy occurs just prior to the start of a semester, in the absence of an available candidate for part-time employment on the list of recommended candidates, the Department Chairperson shall exercise his discretion in filling the vacancy. The Department Chairperson shall advise the Personnel Committee of such appointment. The recommendations of the Department Chairperson shall be forwarded to the College Dean.

10.53 At the end of each academic year, the performance of all part-time faculty in the department is to be reviewed by the Personnel Committee with the advice of the Department Chairperson. The list of individuals recommended for part-time employment in the department shall be revised on the basis of this review.

10.6 Designation of Department Chairpersons

10.61 The decision to recruit a Chairperson from within or without the department or to conduct a "mixed" search shall be a joint decision of the Department and the College Dean. In the event of a disagreement, the Vice President for Academic Affairs (or his designee) shall make a final determination.

10.62 Both parties agree that the selection of Department Chairpersons should be shared by faculty and Administration, and that reasonable efforts should be made to select Chairpersons who are acceptable to both parties.

10.63 To this end, Chairpersons shall be selected as follows: A department vote for Chairperson shall take place by secret ballot, certified by signatures of those present. If the Chairperson is elected by at least two-thirds (2/3) majority of the full-time members of the department, the College Dean shall ordinarily approve except for reasonable cause. In those instances where he does not approve, he shall present his reasons in writing to the Department. If upon consideration, the department finds such reasons unsatisfactory, the matter may be appealed to the Vice President for Academic Affairs (or his designee).

10.64 If the election of a Chairperson is by a lesser margin than described above, then at least two (2) names shall be presented to the College Dean.

10.65 The term of office for a department chairperson shall be three (3) years, whereupon the process of department chairperson selection is reapplied. Department chairpersons may serve additional consecutive terms of office.

10.66 At the end of any academic year, the Chairperson may be removed by a two-thirds (2/3) vote of the full-time members of the department upon concurrence of the College Dean or at the initiation of the College Dean upon concurrence of a majority vote of the full-time members of the department. If the College Dean and the department do not agree, the matter may be submitted to the Vice President for Academic Affairs (or his designee) for final determination.

10.7 Department Chairpersons. The following are minimum responsibilities of Department Chairpersons. Any modification of these responsibilities must be consistent with the terms and conditions of this Agreement.

(a) As department leader, the Chairperson is a facilitator and implementor of department policies and a spokesman for the department within the University and the larger academic community. He speaks in the name of the department in responding to inquiries.

(b) He carries the overall responsibility for the coordination of department activities, and for such other duties as described in this Agreement.

(c) He calls to the attention of his colleagues opportunities for professional development and professional association, and encourages professional development and curriculum design, review, and revision, as appropriate.

(d) He chairs the Department Policy Committee, working cooperatively in formulating recommendations to the department in the areas of academic programming, budgetary design, future directions of the department, student concerns as they relate to the department, new courses, course deletions, and textbook policy.

(e) He implements, in consultation with the Department Policy Committee, the approved department budget, and he authorizes department purchases and payments in the name of the department pursuant to University policy.

(f) He convenes and chairs meetings of the department.

(g) He reviews, with the Department Policy Committee, the staffing requirements of the department.

(h) Upon consultation with the individual members of the faculty, he prepares teaching schedules for the department.

(i) He makes independent recommendations with respect to faculty status matters and fulfills such other responsibilities concerning faculty status matters as described in this Agreement.

(j) Pursuant to Section 10.5, he is responsible for recommending the appointment of part-time faculty.

(k) He supervises secretarial and other supportive staff (Section 8.85).

ARTICLE 11

COLLEGE GOVERNANCE

11.1 The College Faculty.

11.11 The faculty of each college shall be responsible for formulating its own bylaws. Such bylaws shall be consistent with University policies and regulations and with the terms of this Agreement. Following the formulation of said bylaws, the College Faculty shall transmit them to the College Dean, who shall review them for consistency with University policies and regulations. He shall also review them with the AAUP for consistency with the terms of this Agreement. In the event that an inconsistency is found, the bylaws shall be returned to the College Faculty with specific recommendations for change.

11.12 Each college shall have at least the following standing committees:

(a) College Faculty Status Committee (CFSC).

(b) College Educational Planning Committee (CEPC).

(c) College Committee on Courses and Curricula (CCCC).

11.13 The standing committees of the college shall report to the College Faculty at least once a year.

11.14 The College Dean shall call a meeting of the College Faculty at least once each semester. The purpose of such meetings shall be to report to the faculty and to discuss with the faculty such matters of concern to the college as trends in the academic program, future directions of the college, student academic needs, enrollment patterns of the college and the University, and college budgets.

11.15 At the beginning of each semester, the College Dean shall publish a schedule of regular college meetings for the semester.

11.16 All standing and ad hoc committees of the college shall submit agenda items to the College Dean for distribution to the College Faculty at least ten (10) days prior to the meeting of the College Faculty.

11.17 Special provisions for the governance of the Dental School, Dreyfuss College, and Edward Williams College are to be found in Appendices C, D, and E, respectively.

11.18 Minimum standards for student participation on standing and ad hoc committees of the college shall be as follows: a cumulative grade point ratio of 2.25 and good standing.

The college may, in consultation with the student government(s), set higher standards. The student government(s) shall establish selection procedures for student representatives.

11.2 College Faculty Status Committee (CFSC).

11.21 Composition

(a) The CFSC shall be composed of five (5) tenured associate professors or professors, two (2) other faculty members who are either tenured assistant professors or untenured faculty members without regard to rank, and two (2) students. Emeritus and "Retired" faculty members are not eligible for election to the CFSC.

(b) In the case of the tri-campus College of Education, the CFSC shall consist of two (2) tenured associate professors or professors from each campus, two (2) other faculty members who are either tenured assistant professors or untenured faculty members without regard to rank elected from the College faculty at large, and one (1) student from each campus. The tenured associate professors or professors shall be elected by and from their respective campus constituencies, and no more than one (1) at-large faculty member shall be from any one campus.

(c) In the case of the tri-campus College of Business Administration the CFSC shall consist of nine (9) faculty members and three (3) students (one from each campus). The faculty representatives shall consist of one (1) member from each department of each campus. Two (2) of the faculty representatives from each campus shall be tenured associate or full professors and one (1) from each campus shall be either a tenured assistant professor or untenured faculty member without regard to rank. Each of the faculty representatives shall be elected by the College of Business Administration faculty of his campus.

(d) The untenured faculty members of the CFSC shall have had at least one (1) academic year of service in the college prior to commencement of their service on the Committee.

(e) There may be no more than one (1) faculty member on the CFSC from any one department. In the case of tri-campus colleges, this limitation shall apply to campus units which are departmentalized. Department Chairpersons shall not be eligible for membership on the CFSC.

The following procedures shall be used to preclude election of more than one faculty member from a department:

(1) If two (2) faculty members from the same department within the same category of rank (junior, senior) receive the same number of votes, the winner shall be determined by a blind draw.

(2) If a junior faculty member and a senior faculty member from the same department are elected, the one to serve shall be determined by a blind draw.

(3) In either case, the vacancy created by the faculty member losing the draw shall be filled by the eligible faculty member receiving the next highest number of votes.

(f) Terms of office for faculty members of the CFSC shall be three (3) years and shall be staggered.

(g) Student members shall serve for terms of one (1) year.

(h) The CFSC shall elect its own chairperson and secretary at its first meeting of the academic year, which shall take place no later than October 1, and which shall be convened by the College Dean.

(i) Election of faculty members shall follow the procedures specified in Section 14.2.

11.22 Responsibilities and Operation of the College Faculty Status Committee.

(a) The CFSC shall:

(1) Review the appropriate materials, including those which it receives from the College Dean pursuant to Paragraph 11.22 (c), and make recommendations regarding matters of renewal, non-renewal, promotion, tenure, emeritus status, and sabbatical leaves of members of the bargaining unit within the college.

(2) Serve as an advisory committee to the College Dean and CEPC in reviewing general staffing policies, and be responsible for such other matters as may be assigned to it in this Agreement.

(b) In all personnel matters, the recommendation of the CFSC shall constitute the recommendation of the College faculty.

(c) The College Dean shall transmit to the CFSC the department recommendations and supporting materials on faculty status matters. In addition, the College Dean shall present his written preliminary recommendation with respect to each personnel matter to be deliberated upon by the CFSC. The College Dean, at his option, may also present orally his preliminary recommendations, including a review of such recommendations within the overall college context. The foregoing shall be completed in accordance with the deadlines specified in Appendix A.

(d) The College Dean's preliminary recommendation shall be based upon considerations of individual merit and, where appropriate, his analysis of such college-wide concerns as enrollment patterns, class size statistics, staffing patterns, and budgetary considerations. He shall make all relevant information available to the CFSC in making his preliminary recommendations to it.

(e) In each personnel case, the CFSC may:

(1) Return the matter to the department with a request for additional information or for reconsideration under Paragraph 11.22 (f); or

(2) Make an independent judgment and transmit it to the College Dean pursuant to Paragraph 11.22 (i).

(f) The Committee shall consider any statement submitted by the faculty member in accordance with Section 10.39.

(1) If the statement alleges that, in reaching its recommendations, the Department Personnel Committee or Department Chairperson failed to follow the appropriate evaluation procedures and standards, the CFSC initially shall determine only whether there is merit to the allegation and not seek to substitute its judgment on the merits of the faculty member for that of the Personnel Committee or the Department Chairperson. If the CFSC finds that the allegation has merit, it shall request reconsideration by the Personnel Committee or Department Chairperson and specify the respects in which the Personnel Committee or the Department Chairperson failed to follow the appropriate procedures and standards. Once there has been an opportunity to remedy the alleged procedural defect, the case shall be considered on its merits by the CFSC.

(2) If the statement of the faculty member contains information which had not been available to the Department, the CFSC shall request reconsideration by the Department Personnel Committee and the Department Chairperson, or it shall consider the case at that time and notify the Personnel Committee and the Department Chairperson, giving them the option for revised recommendations.

(g) No faculty member of the CFSC may participate in the deliberations involving members of his own department. A student member of the CFSC must absent himself from the deliberations of the Committee if he is a member of the Personnel Committee which acted on the case of the faculty member being considered or if he is majoring in the discipline of the faculty member being considered. These provisions shall not apply to non-departmentalized units. In such cases, a member of the CFSC may not also serve on a College Personnel Committee on his campus. A faculty member must absent himself when his own case is being considered.

(h)(1) The recommendation of the CFSC shall be stated in writing by the Chairperson of the Committee and shall be signed by all members present and voting. In its deliberations, the

Committee shall refer to the appropriate standards and criteria in the Agreement, and shall state the reasons for its recommendation with particularity, and shall provide the expressed reasons for any negative votes. The recommendation shall state the exact vote of the Committee while preserving the anonymity of the individual votes. The members of the CFSC opposing the majority opinion may submit a minority report which shall be transmitted to the College Dean by the Chairperson of the CFSC.

(2) A majority of the membership of the CFSC shall constitute a quorum, except that, on a given case, the definition of committee membership for purposes of defining a quorum shall take into account only those faculty and student members eligible to vote.

(i) Each action of the CFSC, whether it constitutes an effective recommendation of the College faculty or not [Paragraph 11.22 (n)], shall be sent to the College Dean in accordance with the deadlines in Appendix A.

(j) The College Dean shall advise the affected member and the member's department of his recommendation and of that of the CFSC at the time he forwards these recommendations to the Vice President for Academic Affairs. The member shall be provided with copies of these recommendations and copies shall be placed in his personnel file.

(k) Specific procedural guidelines for the operation of the CFSC may be established by the College Faculty and the Committee, and shall be consistent with University policies and regulations and with the provisions of this Agreement. All members of the CFSC shall be given timely notice of the meetings.

(l) All deliberations of the CFSC shall be confidential except as otherwise provided in this Agreement.

(m) In the event that the CFSC and the College Dean concur, the Vice President for Academic Affairs shall approve their recommendations, except in unusual circumstances for compelling reasons which shall be stated in writing and forwarded to the College Dean, the CFSC, the department, and the affected faculty member. The reasons must arise from overriding University-wide concerns with respect to enrollment patterns, class sizes, curriculum or discipline needs, and specific faculty status criteria found elsewhere in this Agreement.

(n) In the event that the CFSC fails to make an effective recommendation owing, for example, to a tie vote or to abstentions by a majority of the Committee, the recommendation of the College Dean shall be regarded as the effective recommendation of the college and the provisions of Paragraph (m) above shall apply.

(o) If the College Dean does not agree with the recommendation of the CFSC on a faculty status matter, he may meet with the Committee in an informal attempt to reach agreement.

(p) In the event that the informal process described in Paragraph (o) above does not lead to a resolution of the disagreement, the appropriate Campus Provost shall convene and chair a meeting of the CFSC, the College Dean, the chairperson of the Department Personnel Committee, and the Department Chairperson, in an attempt to achieve agreement. The affected faculty member shall have the right to be heard, and no statements made at this conference by the faculty member or any other person shall be admissible in evidence in any subsequent grievance proceeding. After the conference, the CFSC and the College Dean shall reconsider their recommendations and report their conclusions to the Campus Provost. The Campus Provost shall prepare a record stating the fact that the conference took place, those present, and the results thereof. If resolution is achieved, the recommendation shall be transmitted to the Vice President for Academic Affairs for action pursuant to Paragraph (m) above.

(q) If, after the conference described in Paragraph (p) above, there is still disagreement between the CFSC and the College Dean, the Vice President for Academic Affairs shall make a decision based upon the various recommendations and supporting documents, giving great weight to the recommendations of the CFSC and the College Dean. His reasons for disagreeing with either of these two recommendations shall be based upon overriding University-wide concerns with respect to enrollment patterns, class sizes, and curriculum and discipline needs, and specific faculty status criteria found elsewhere in this Agreement. Such reasons shall be stated with particularity and transmitted to all parties.

11.3 College Educational Planning Committee (CEPC).

11.31 Composition.

(a) The CEPC shall be composed of six (6) faculty members, two (2) students, and the College Dean (ex-officio, without vote), exclusive of the liaison members cited in Paragraph 11.31 (c).

(b) In the case of tri-campus colleges, faculty representation on the CEPC shall include two (2) faculty members from each campus, elected by and from each campus constituency of the college, one (1) faculty member elected from the college at-large, and one (1) student from each campus, exclusive of the liaison members cited in Paragraph 11.31 (c).

(c) There shall be one (1) faculty member from the CFSC and one (1) faculty member from the CCCC, elected by these bodies, who shall serve in a liaison capacity, with vote, as members

of the CEPC. Except for the designated liaison members, no faculty or student members of the CFSC shall serve concurrently on the CEPC and no faculty members of the CCCC shall serve concurrently on the CEPC.

(d) Faculty members who are eligible to serve on the CEPC shall hold the rank of Assistant Professor or higher and shall have completed at least two (2) years of full-time faculty service in the College. In departmentalized units, no two (2) representatives, excluding liaison members, shall be from any one department. Emeritus and "Retired" faculty members are not eligible for election to the CEPC.

(e) Student members who are eligible to serve on the CEPC shall meet the requirements cited in Section 11.1.

(f) Faculty members (not including the CFSC and the CCCC liaison representatives) shall be elected to staggered three-year terms according to the provisions of Section 14.2. The faculty members representing the CFSC and CCCC shall be elected on an annual basis. Student representatives shall serve for one-year terms.

(g) The CEPC shall elect a chairperson and a secretary at its first meeting of the Fall Semester, which shall be convened by the College Dean no later than October 1.

11.32 Responsibilities of the College Educational Planning Committee

(a) The CEPC shall engage in short-term and long-term planning for the college, projecting faculty staffing requirements, equipment needs, facilities needs for new or modified academic programs, needs for additional resources, and the means by which the college academic program can accommodate itself to enrollment patterns, as well as other relevant factors.

(b) The CEPC shall review recommendations for the introduction, improvement, or curtailment of academic programs and curricula, which entail major reallocation of resources, including consideration of staffing needs.

(c) In consultation with the College Faculty, the CEPC shall review proposals with respect to the academic direction of the college, including proposed changes in the core curriculum.

(d) The CEPC shall review proposals with respect to the organizational structure of the college in conjunction with the College Faculty.

(e) The CEPC shall propose educational policies, college-wide academic standards and requirements, admissions standards, and criteria and standards for honors work within the college, within the framework of campus and University policies.

(f) The CEPC shall periodically review and recommend a plan for course enrollment policies within the college (Section 7.13).

(g) The CEPC shall review department requests for faculty slots as presented by the College Dean at appropriate times.

(h) The CEPC shall fulfill other responsibilities assigned elsewhere in this Agreement.

(i) The CEPC shall plan within the context of budgetary and enrollment patterns; college, campus, and University missions; and campus and University policies. To this end, the College Dean shall share college budgetary and enrollment data with the CEPC.

11.33 Operation of the College Educational Planning Committee.

(a) The CEPC may generate proposals on college-wide academic matters either directly or through sub-committees. The College Dean, departments, standing or ad hoc committees of the college, individual faculty members of the college, and individual students of the college may also submit such proposals to the CEPC.

(b) The CEPC shall carry on its work on matters within its areas of responsibility in close coordination with the College Dean.

(c) Recommendation of the CEPC shall be transmitted to the College Dean.

(d) All regular meetings of the CEPC shall be open. However, the Committee may meet in executive session.

(e) The CEPC may seek the advice of the College Faculty on matters under its consideration. With respect to changes in organizational structure, the CEPC recommendations shall be brought before the College Faculty for its action. The College Faculty shall make its recommendations on such matters to the College Dean.

(f) The College Dean shall promptly inform the CEPC of his acceptance, suggestions for modification, or rejection of each CEPC recommendation. When the College Dean recommends to the appropriate administrative officer on a matter within his area of responsibility, the recommendation of the College Dean shall be accompanied by that of the CEPC. The CEPC shall receive a copy of the Dean's recommendation and it may make a further statement to the Dean for transmittal to the appropriate administrative officer.

(g) The College Dean shall inform the CEPC of the final decision with respect to its recommendations. Appeals of administrative actions shall be directed through the College Dean to

the appropriate administrative level above that at which the decision was made. The appropriate administrative officer shall, after undertaking such review, make a final determination, providing detailed reasons in writing to the College Dean for transmission to the CEPC, or to the College Faculty in the case of recommendation for college structural reorganization.

(h) The CEPC shall attempt to act expeditiously on matters presented to it, and it shall promptly inform the originators of proposals of its action on such proposals.

(i) Campus and University administrators who receive recommendations from the College Dean which are accompanied by recommendations of the CEPC shall normally act on such recommendations within thirty (30) days.

(j) External originators of proposals and others directly affected by proposals under consideration shall have the right to be heard by the Committee. The Committee may seek the advice of, and consult with, additional resource persons.

11.4 College Committee on Courses and Curricula (CCCC).

11.41 Composition

(a) The CCCC shall be composed of three (3) or four (4) members of the College Faculty and one (1) student. In departmentalized units, no more than one (1) representative shall be from any one department.

(b) In the case of tri-campus colleges, the faculty representation on the CCCC shall include one (1) faculty member from each campus. The student representation shall be subject to annual rotation among the campuses.

(c) The faculty members must hold the rank of Assistant Professor or higher and must have been full-time members of the University faculty for no less than two (2) years prior to their term of service on the CCCC. Emeritus and "Retired" faculty members are not eligible for election to the CCCC.

(d) Faculty members shall serve in staggered three-year terms.

(e) The CCCC shall elect its own chairperson and secretary at its first meeting, which shall take place no later than October 1, and which shall be convened by the College Dean.

(f) Election of faculty members shall follow the procedures specified in Section 14.2.

11.42 Responsibilities.

(a) The CCCC shall review recommendations for new courses and new curricula, program and curriculum requirements, course deletions, course fees, and catalog descriptions pertaining thereto and recommend the approval, rejection, deletion, or modification of such proposals on behalf of the College Faculty.

(b) The CCCC shall monitor selected studies, independent studies, and advanced special project offerings.

11.43 Operation.

(a) The CCCC shall make its recommendations to the CEPC on proposals for new curricula or major modifications of existing curricula.

(b) In cases of the review of specific courses, the CCCC shall make its recommendations directly to the College Dean.

11.5 College Research Committee.

11.51 Each college may, at the option of the College Faculty, organize a Committee on Research. The Committee shall be responsible for the following functions:

(a) It shall work cooperatively with the College Dean to explore ways to foster research and other creative activities within the college and to seek support for such activities.

(b) It shall provide assistance, as requested, to members of the College Faculty in the preparation of research proposals or proposals for other creative activities to be funded outside the University.

11.52 The composition of the College Research Committee shall be determined by the College Faculty of each college which chooses to activate such a committee.

ARTICLE 12

CAMPUS GOVERNANCE

12.1 Campus Faculty. Each campus shall have an organization called the Campus Faculty.

12.11 The Campus Faculty shall consist of all members of the bargaining unit as defined in this Agreement and all full-time faculty not in the bargaining unit. Members of the Campus Faculty are those whose primary appointments are on that particular campus. In addition, the Campus Faculty shall include all appropriate administrators as specified in Section 14.3.

12.12 It shall be the responsibility of each Campus Faculty to write its own bylaws. Such bylaws shall be consistent with University policies and with the terms of this Agreement. A set of proposed bylaws shall be submitted to the Campus Provost, who shall review them for consistency with University policies and regulations. He shall also review them with the AAUP for consistency with the terms and conditions of this Agreement. In the event an inconsistency exists, the Campus Provost shall return the proposed bylaws to the Campus Faculty with recommendations for change. The bylaws shall include provisions for the following:

(a) The publication of the dates of Campus Faculty meetings in the campus bulletin.

(b) The preparation of an agenda for each meeting, which shall be published and distributed to the faculty at least 72 hours in advance of the meeting, if practicable.

(c) Maintenance of minutes of all meetings, copies of which shall be furnished to the members of the Campus Faculty, the President of the University, the Vice President for Academic Affairs, the Campus Provost, the College Deans, the AAUP, and others specified by the Campus Faculty.

12.13 Each Campus Faculty shall elect a Faculty Speaker, a Secretary, and any other officers specified in its bylaws, according to the procedure of Section 14.2.

12.14 Each Campus Faculty shall hold at least two (2) meetings each year. Early in the Fall Semester, the Campus Provost or his designee(s) shall report on enrollment patterns and other pertinent information and shall introduce new faculty members. Late in the Spring Semester, the Campus Provost or his designee(s) shall report to the Campus Faculty on the state of the campus, including such matters as student enrollment, student personnel services, and academic support services.

12.15 Additional meetings of the Campus Faculty may be convened upon the petition of one-quarter (1/4) of the Campus Faculty, at the initiative of the Faculty Speaker, or upon request of the Committee on Academic Planning or of the Campus Provost.

12.16 All recommendations of the Campus Faculty, except those addressed to the Committee on Academic Planning (Section 12.17), shall be submitted to the Campus Provost in writing by the Faculty Speaker. The Provost shall forward those recommendations appropriate to other bodies. With respect to those matters under his immediate jurisdiction, the Provost shall give the recommendations of the Campus Faculty serious consideration, he shall consult with other affected constituencies, and he shall respond to the Campus Faculty in writing or in person within thirty (30) days of receipt of a recommendation, with respect to the status of the recommendation. Thereafter, if resolution of the matter requires more than thirty (30) days, he shall notify the Campus Faculty as soon as possible. The Campus Faculty, after reviewing the response of the Provost, may revise its recommendations and resubmit them, withdraw them, or appeal the matter to the Vice President for Academic Affairs for final resolution.

12.17 The Campus Faculty may recommend to the Committee on Academic Planning, with a copy to the Campus Provost, on matters within the jurisdiction of that committee, and it shall review and render advice on recommendations of the Committee on Academic Planning when requested in accordance with Paragraph 12.22(e).

12.18 The Campus Faculty shall elect its representatives to the Committee on Academic Planning, shall elect the faculty representatives to the Campus Council, and shall elect faculty representatives to the following committees, if they are not encompassed within the structure of a particular Campus Council:

(a) Committee on Library Service.

(b) Committee on Student Life and Welfare.

(c) Committee on Buildings and Grounds.

(d) Calendar Committee.

(e) Commencement Committee.

On those matters within the areas of responsibility of the CAP, these committees, regardless of their relationship to the Campus Council, shall recommend to the Committee on Academic Planning with a copy to the Campus Provost. The Committee on Academic Planning shall then follow the procedures of Section 12.25.

The Campus Faculty may establish additional committees on an ad hoc or permanent basis.

12.2 Committee on Academic Planning (CAP).

12.21 Composition.

(a) The Campus Faculty shall organize a Committee on Academic Planning (CAP), which shall have the following membership:

(1) For the Teaneck-Hackensack Campus, one (1) member from and designated by each CEPC on the campus, the Faculty

Speaker, and six (6) additional faculty members at-large to be elected by the Campus Faculty; three (3) representatives selected by the student government, one (1) of whom shall be a graduate student and two (2) of whom shall be undergraduate students; and three (3) representatives selected by the professional staff.

(2) For the Florham-Madison and Rutherford Campuses, one (1) member from and designated by each CEPC on the campus, the Faculty Speaker, and six (6) additional faculty members at-large to be elected by the Campus Faculty; three (3) representatives selected by the student government, one (1) of whom shall be a graduate student and two (2) of whom shall be undergraduate students; and two (2) representatives selected by the professional staff.

(b) The elected faculty members shall hold the rank of assistant professor or higher and shall have been full-time members of the University faculty for not less than two (2) years prior to their term of service on the CAP.

(c) Terms of membership for the CEPC representatives shall be one (1) year; the faculty members elected at-large shall serve staggered three-year terms. The student and professional staff constituencies shall establish the terms and criteria for membership of their representatives.

(d) Election of at-large faculty members shall follow the procedures specified in Section 14.2.

(e) The CAP shall elect its own chairperson and secretary at its first meeting of the academic year, which shall take place no later than October 15 and which shall be convened by the Campus Provost.

12.22 General Operation of the CAP.

(a) An agenda of each CAP meeting shall be furnished to all members of the Campus Faculty at least 72 hours in advance of the meeting, if practicable.

(b) All meetings of the CAP shall be open to the University community, except as executive sessions may be called.

(c) A majority of the membership of the CAP shall constitute a quorum. All actions of the CAP shall be taken by majority vote of the members present and shall be reported to the Campus Provost and shall be communicated to the originator(s) of the proposal in writing, with specific reasons given for the action of the Committee. Such communication shall take place within five (5) working days from the time of the vote.

(d) During its consideration of a matter, the CAP may request the advice of the Campus Faculty.

(e) Upon request of one-third (1/3) of the CAP membership, a recommendation of the Committee shall be submitted to the Campus Faculty for review and advice prior to its transmittal to the Campus Provost. In such case, the Campus Faculty shall respond within a reasonable time frame set by the CAP, which shall not exceed thirty (30) days. If advice of the Campus Faculty is not forthcoming within the specified time period, the CAP's recommendation shall be transmitted to the Campus Provost.

(f) The CAP normally shall act on proposals of other bodies within thirty (30) days of their receipt.

(g) Copies of minutes of all meetings shall be furnished to the Campus Faculty, the President of the University, the Vice President for Academic Affairs, the Campus Provost, the College Deans, the AAUP, and others specified by the CAP.

(h) The CAP shall report to the Campus Faculty at least once a year.

12.23 Responsibilities of the CAP with Respect to University-wide Policy Recommendations. The CAP may recommend to the University Senate on matters of University-wide scope which are within the areas of responsibility of the Senate.

12.24 Responsibilities of the CAP for Campus-wide Academic Policies. The CAP shall:

(a) Serve as the educational policies committee for the campus in the specific implementation of mandated University policies and in the initiation of specific campus policies which are consistent with existing college and University policies.

(b) Serve as the educational policies committee for the honors program and similar campus-wide programs, recommending to the Campus Provost.

(c) Study means for addressing new student constituencies and make recommendations to appropriate academic bodies.

(d) Examine new approaches to enhance teaching and learning effectiveness and make recommendations to appropriate academic bodies.

(e) Meet at least once each semester with the Campus Council of Deans to consider and participate in short- and long-term academic planning for the campus.

(f) Review proposals for campus-wide academic policies originating in colleges, departments, or other campus committees.

(g) Recommend to the Campus Provost with respect to facilities needs of new or modified academic programs.

12.25 Operation of the CAP for Campus-wide Academic Policies.

(a) In the areas of responsibility specified in Section 12.24, the CAP shall submit recommendations in writing to the Campus Provost.

(b) With respect to those matters under his immediate jurisdiction, the Campus Provost shall consult with other affected constituencies (if appropriate) and shall respond to the CAP in writing. For those matters not under his immediate jurisdiction, the Provost shall forward the recommendations to the appropriate bodies with his recommendation.

(c) The Provost shall report to the CAP in writing on the status of a CAP recommendation within thirty (30) days after he receives it. Thereafter, if a final determination of the matter requires more than thirty (30) days, he shall notify the CAP of the outcome as soon as possible.

(d) If the Campus Provost proposes changes in a CAP recommendation, the CAP may revise the recommendation and resubmit it, withdraw it, or appeal the matter to the Vice President for Academic Affairs for resolution.

12.26 Responsibilities of the CAP for Intercollege Cooperation. The CAP shall:

(a) Develop recommendations to the colleges to promote intercollege cooperation.

(b) Review CEPC proposals which affect one or more other colleges on a campus.

12.27 Operation of the CAP for Intercollege Cooperation.

(a) If a college proposes a program change or a new program which seriously affects one or more other colleges on the campus, the Campus Provost shall submit the proposal to the CAP for its review before he acts on it.

(b) Copies of the proposal shall also be sent to the appropriate CEPC's and the College Dean(s) (and their campus delegates, if applicable) of the affected college(s) on the campus. The CEPC's and College Dean(s) (and delegates) may submit written comments to the CAP or request a meeting.

(c) The CAP shall review all pertinent material and submit its recommendation on the proposal to the Campus Provost for appropriate action.

(d) In the case of a CEPC proposal which requires CAP review, the Provost's action on the CAP recommendation shall be completed within thirty (30) days of its receipt.

(e) If a department, discipline, or other unit in a college believes a new program, program change, or program deletion proposed within another college will have a serious effect on one of its existing programs, it may request the CAP to conduct a hearing on the matter. The conclusions drawn by the CAP as a result of such a hearing shall be transmitted to the Campus Provost, who shall forward them to the Vice President for Academic Affairs, together with his own recommendation.

12.28 Responsibilities of the CAP for Intercollege Programs.

(a) The CAP shall review all proposals for intercollege programs on a campus after the specific colleges have acted upon them.

(b) The recommendation of the CAP on such a proposal shall constitute the recommendation of the Campus Faculty.

12.29 Operation of the CAP for Intercollege Programs.

(a) Proposals for intercollege programs shall be forwarded to the CAP by the Campus Provost together with the recommendations of the appropriate CEPC's and College Deans (and their delegates, if applicable) and with the Provost's own preliminary recommendation.

(b) The CAP shall review the proposal and recommendations. If the various recommendations are in agreement, the CAP shall concur, unless it has compelling reasons for not so doing. If there is disagreement among the various other recommendations, the CAP shall provide the effective faculty committee recommendation on the proposal.

(c) The CAP may request additional information from any of the CEPC's or administrators involved.

(d) The CAP shall forward its recommendation on the proposal to the Campus Provost, with copies to the others whose recommendations it received.

(e) The Campus Provost may either transmit the proposal and the CAP recommendation to the Vice President for Academic Affairs with his own recommendation (a copy of which shall be sent to the CAP and to the originators of the proposal) or request the CAP to revise its recommendation. The CAP may resubmit the proposal with any revised recommendations to the Campus Provost, who shall then transmit it to the Vice President for Academic Affairs as provided above. The Campus Provost shall act upon a CAP recommendation within thirty (30) days of its receipt.

(f) The Vice President for Academic Affairs shall review the proposal and the various recommendations and supporting documents. He may approve the proposal, providing notification as appropriate, make recommendations for changes, or reject it. He shall give reasons in writing for either his recommendations for changes or his rejection. He shall act on the proposal within forty-five (45) days of its receipt.

(g) Should a proposal be rejected by the Vice President for Academic Affairs, the matter may be appealed to the President of the University by action of the Campus Faculty. The President shall respond in person or in writing to the Campus Faculty.

12.3 Campus Council.

12.31 Each campus shall organize or shall continue to maintain a broadly based organization called the Campus Council, composed of full-time faculty members, of students, of staff, and of administrators. Each campus may develop its own specific membership numbers and distribution, with the stipulation that the distribution of the faculty membership shall be determined by the Campus Faculty.

12.32 The bylaws of the Campus Council shall be consistent with University policy and regulations and with the provisions of this Agreement. A proposed set of bylaws of the Campus Council shall be submitted to the Campus Provost, who shall review them for consistency with University policies and regulations. He shall also review them with the AAUP for consistency with the terms and conditions of this Agreement. In the event an inconsistency exists, the Campus Provost shall return the proposed bylaws to the Campus Council with recommendations for change.

The bylaws shall contain provisions for the following:

(a) A Calendar Committee (Section 9.1).

(b) A Committee on Student Life and Welfare.

(c) A Buildings and Grounds Committee (Section 8.86).

(d) A Committee on Library Service (Section 8.81).

12.33 Functions of the Campus Council.

(a) The Campus Council shall concern itself with areas of campus life which are of broad campus-wide concern, except as specified elsewhere in this Agreement.

(b) All recommendations of the Campus Council which concern campus academic policy shall be submitted to the Campus Provost for transmission to the Campus Faculty, CAP, or other appropriate bodies.

ARTICLE 13

UNIVERSITY SENATE

13.1 The AAUP and the Administration recognize the importance and support the continued operation of the University Senate as the major University-wide multi-constituency body recommending to the Board of Trustees on matters of educational policy.

13.2 The parties share a concern over the potential for conflict between their respective responsibilities in the collective bargaining relationship and the activities of the University Senate. For this reason, the following procedures shall be adopted:

(a) In the event that the Administration and the AAUP agree that a matter under consideration by the University Senate falls outside of the Senate's jurisdiction by virtue of its being an appropriate subject for collective bargaining under law or by virtue of its being encompassed directly or indirectly within this Agreement, they shall jointly advise the University Senate that further Senate consideration of the matter would be inappropriate.

(b) Should there be disagreement between the Administration and the AAUP as to whether a matter being considered by the Senate is a mandatory subject of collective bargaining under law or is encompassed directly or indirectly within this Agreement, and thus beyond the jurisdiction of the University Senate, either party may choose to submit the matter to an arbitrator mutually agreeable to the parties to this Agreement drawn from the following list_____. The decision of the arbitrator shall constitute the joint conclusion of the parties, and shall be communicated to the University Senate as in (a) above. The decision of the arbitrator shall, on the issue presented to him, be final and binding on the parties. The cost of the arbitration shall be borne equally by the parties.

13.3 The University shall not implement any Senate recommendation which conflicts directly or indirectly with the terms of this Agreement or with the University's statutory obligation to deal and bargain collectively with the exclusive representative of the faculty. Therefore, the following procedures shall be employed prior to implementation of a Senate recommendation:

(a) Any final Senate recommendation shall be forwarded by the Administration to the AAUP within two (2) weeks after its receipt by the Administration. With its transmittal to the AAUP, the Administration shall state its conclusions with respect to whether a Senate recommendation conflicts directly or indirectly with the terms of this Agreement or with the University's statutory obligation to deal and bargain collectively with the exclusive representative of the faculty.

(b) If the AAUP believes that any Senate recommendation conflicts directly or indirectly with the terms of this Agreement or with the University's statutory obligation to deal and bargain collectively with the exclusive representative of the faculty, it shall, within two (2) weeks after

receipt of any such Senate recommendation forwarded to it pursuant to Paragraph (a) above, object in writing to the President of the University. If the AAUP does not so object within the time prescribed, it shall be deemed to have waived any objection and shall not thereafter litigate the issue in any forum.

(c) If the AAUP does, pursuant to Paragraph (b) above, object, the President of the University and the President of the AAUP or their respective designees shall then confer in an effort to reconcile their differences, if such are found to exist.

(d) In the event that there are differences between the parties which, pursuant to Paragraph (c) above, have not been resolved, the AAUP may within two (2) weeks of the conference notify the President of the University that it intends to submit the issue to arbitration. The issue shall be submitted to an arbitrator, mutually agreeable to each of the parties, drawn from the following list _____, provided, however, that where a final Senate recommendation concerns an issue which, pursuant to Paragraph 13.2(b), was previously the subject of arbitration, the decision in the prior arbitration shall be final and binding and the issue shall not be relitigated.

(e) If there is disagreement as to whether or not the issue is the same as that previously litigated under Paragraph 13.2(b), the matter shall be submitted to the same arbitrator who dealt with the case under Paragraph 13.2(b), and who shall be asked to decide both the threshold question of arbitrability and the substantive dispute.

(f) The decision of the arbitrator shall be final and binding on both parties. The cost of the arbitration shall be borne equally by the parties.

13.4 The Administration shall consult with the AAUP with regard to any proposed amendment of the Senate Bylaws before such amendment is transmitted to the Board of Trustees for action.

13.5 The procedures of Sections 13.2 and 13.3 shall be the sole and exclusive means of resolving those disputes specified in those sections. Disputes concerning other aspects of this Article shall be subject to the normal contractual grievance procedures of Article 15.

13.6 Nothing in this Article shall be construed as requiring the Board of Trustees to accept any recommendation of the University Senate.

ARTICLE 14

GOVERNANCE - GENERAL

14.1 Selection of Academic Administrators.

14.11 The authority for the appointment of academic administrators resides with the Board of Trustees, the President, or his delegates. Notwithstanding this authority, the University endorses the participation of faculty in the selection processes for academic administrators as set forth below:

(a) There shall be Search and Screen Committees for the positions of Campus Provost, College Dean, Associate Dean, Assistant Dean (if line administrator), and Director of the Library.

(b) There shall be faculty participation in the Board of Trustees' search for a University President, and the Board of Trustees' and President's search for a Vice President for Academic Affairs.

14.12 The charge to a Search and Screen Committee shall be given by the following administrators:

(a) By the Vice President for Academic Affairs in the case of College Dean or Campus Provost.

(b) By the Campus Provost in the case of Director of the Library.

(c) By the College Dean in the case of Associate Dean or Assistant Dean.

14.13 The charge to the Search and Screen Committee shall include the following items:

(a) Position description including responsibilities.

(b) Experience and educational requirements.

(c) Affirmative action requirements.

(d) Potential sources of candidates.

(e) Budget allocation for the selection process.

(f) Advertising procedures including internal posting.

14.14 Following the charge to a Search and Screen Committee by the appropriate administrator, the next steps in the selection process shall be as follows:

(a) Advertisements will be placed and resumes received by the Committee.

(b) Preliminary screening of candidates will then take place during which the Committee and the appropriate administrator will separately create a list of possible candidates for interview. Those candidates common to both lists will be called in for interview by the Committee.

(c) If the list is too large, there may be a second screening before the process proceeds to the interview stage.

(d) The Committee or the appropriate administrator will have the opportunity to persuade each other to reconsider a previously eliminated applicant.

(e) Simultaneous with the invitation to appear for an interview will be the solicitation of letters of reference.

(f) The Committee will then interview applicants on the common list and recommend a slate of candidates to the appropriate administrator. The slate will normally contain no fewer than three (3) candidates.

(g) The appropriate administrator will then interview the candidates. Given unusual travel or time constraints, a separate interview may take place at the time the candidate is interviewed by the Committee [see (f) above].

(h) The administrator will then appoint or recommend for appointment from the official slate, or he will give reasons to the Committee for failure to do so. In the latter case, the administrator will request a new slate. The Committee must be given an opportunity to prepare a new slate, or if the Committee does not feel it can prepare a new slate within a reasonable time, it must dissolve itself, and a new Committee will be formed.

(i) Upon completion of its work, the Search and Screen Committee shall prepare a summary report for submission to the appropriate faculty body.

14.15 The composition of the Search and Screen Committees shall be as follows:

(a) For Campus Provost

3 faculty members elected by the Campus Faculty
1 Department Chairperson (or equivalent) elected by the Department Chairpersons on that campus
1 student selected by the student government(s) of that campus
1 alumnus selected by the Alumni Association
1 administrator or staff member appointed by the Vice President for Academic Affairs

(b) For College Dean

3 faculty members elected by the College Faculty [one (1) from each campus in the case of a tri-campus college]
1 Department Chairperson (or equivalent) elected by the Department Chairpersons of the college
1 student from the college selected by the student government(s) of one (1) campus or three (3) campuses, depending upon whether the college exists on a single campus or is a tri-campus college
1 alumnus selected by the Alumni Association
1 administrator appointed by the Vice President for Academic Affairs

(c) For Associate Dean or Assistant Dean

3 faculty members elected by the College Faculty [one (1) from each campus in the case of a tri-campus college] [If the Associate Dean or Assistant Dean is to have responsibility on one (1) campus only, then only that campus shall elect.]
1 student from the college selected by the student government(s) of one (1) campus or three (3) campuses, as appropriate
1 Department Chairperson (or equivalent) elected by the Department Chairpersons of the College (or equivalent) (if Chairpersons or equivalents exist within the academic unit to be served by the Associate or Assistant Dean)

(d) For Director of the Library

3 faculty members elected by the Campus Faculty
2 members of the professional staff appointed by the Campus Provost [at least one (1) library professional]
1 student selected by the student government(s) of that campus
1 Department Chairperson (or equivalent) elected by the Department Chairpersons on that campus

The Campus Provost shall, in his charge to the committee, indicate the need of the committee to seek the advice of individuals familiar with instructional media and the concept of the library as a learning center.

14.16 When the Administration fills any of the above posts with an acting appointment, it shall notify the AAUP at once. It is expected that the appropriate search and screen process shall be initiated by the Administration within one (1) month after the acting appointment is made, excluding Summer Sessions, Intersessions, or periods when the University is closed.

14.17 Selection of the Vice President for Academic Affairs.

(a) With respect to the selection of the Vice President for Academic Affairs, there shall be significant faculty participation in the President's and the Board of Trustees' search. Three (3) members of the faculty, one (1) elected by each Campus Faculty, and one (1) Department Chairperson, elected by the Department Chairpersons of the University, together shall constitute no less than fifty (50) percent of the Committee to recommend on the selection of candidates.

(b) When the Administration and the Board of Trustees appoint an Acting Vice President for Academic Affairs, the AAUP shall be notified at once. It is expected that the appropriate search process will be initiated by the President or the Board of Trustees within a reasonable time after the acting appointment is made (Section 14.16).

14.18 Selection of the President of the University.

(a) With respect to the selection of the President of the University, there shall be significant faculty participation in the Board of Trustees' search and three (3) members of the faculty shall be elected by the faculty, one (1) from each campus, to serve with others as determined by the Board of Trustees on a committee to advise on the selection of candidates.

(b) When the Board of Trustees appoints an Acting President, the AAUP shall be notified at once. It is expected that the appropriate search process will be initiated by the Board of Trustees within a reasonable time after the acting appointment is made (Section 14.16).

14.19 If a Department Chairperson's term as chairperson expires while he is serving on a Search and Screen or a selection committee, he may continue to serve on that committee with the concurrence of a majority of the Chairpersons he represents.

14.2 Faculty Elections.

14.21 The Nominations and Balloting Committee.

(a) Each college and each campus shall have a Nominations and Balloting Committee consisting of five (5) full-time faculty members.

(b) To serve on the Nominations and Balloting Committee, a faculty member must have been a full-time member of the College or Campus Faculty for at least two (2) years.

(c) The AAUP shall appoint a non-voting observer to the Nominations and Balloting Committee.

(d) Elections to the Nominations and Balloting Committee shall take place at the same time as other faculty elections (Section 14.22).

(e) The term of office of a member of the Nominations and Balloting Committee shall be one (1) year, for a term beginning in the September following his election. A member may not serve for more than two (2) consecutive terms on the committee.

(f) In tri-campus colleges, the Committee shall have at least one (1) representative from each campus.

14.22 Procedures.

(a) No later than the first week of April of each academic year, the appropriate Nominations and Balloting Committee shall prepare a list of all vacancies which will occur on standing committees of the college or campus for the next academic year and indicate their eligibility requirements. This list shall be distributed by mail to the faculty. Those unwilling or unable to stand for election shall be given two (2) weeks from the date of the mailing to indicate their desire not to be considered for a specific committee.

(b) In the mailing specified above, the Committee shall announce a date for a nominations meeting to be held no later than three (3) weeks from the date of the mailing.

(c) For each vacant position, the Committee shall prepare a list of those eligible, willing, and able to serve. At the nominations meeting, the faculty shall nominate a slate of candidates from this list.

(d) The Committee shall prepare and mail a ballot containing the slate of candidates within one (1) week after the nominations meeting. Candidates shall be listed on the ballot in an order determined by a blind draw. Unmarked ballot envelopes shall be returned to the Committee in a second, signed envelope to allow for appropriate identification of those voting, while preserving the anonymity of the individual votes.

(e) Ballots shall be deposited in secured ballot boxes within two (2) weeks after the date of mailing.

(f) The Committee shall count the ballots and report the results of the election to the faculty. Each campus and college faculty may establish rules with respect to the reporting of election results.

(g) For standing committees, one alternate shall be elected to be available for the academic year to fill vacancies. If a vacancy occurs, the alternate shall serve for the duration of the vacancy, if he is qualified in accordance with the committee composition specified in this Agreement. If a qualified alternate is not available to fill a vacant position, a special election shall be held. Except when filling a vacant position, alternates shall not participate as committee members.

(h) Elections for other faculty positions, including those on Search and Screen Committees, shall be conducted in accordance with the procedures of Paragraphs (a) - (g) above, except that the election process shall be initiated as soon as practical after the need for an election becomes known.

(i) In emergency situations, when the normal six-week election period cannot fill a position by a necessary deadline, special ad hoc election procedures may be devised by the appropriate faculty electorate.

(j) Department Chairpersons may vote in elections for all college, campus, and University offices or committees or in other matters, except where a separate mechanism is provided for the election of representatives by Chairpersons.

14.3 Ex-officio Membership on Faculty Bodies. The University President and the Vice President for Academic Affairs are members ex-officio of all campus and college faculties. Each Campus Provost is a member ex-officio of his campus faculty and of the college faculties on his Campus. Each College Dean, Associate Dean, and Assistant Dean is a member ex-officio of his college faculty and campus faculty. Other administrative officers holding academic rank are members of their appropriate college and campus faculties.

ARTICLE 15

GRIEVANCE AND ARBITRATION PROCEDURES

15.1 Intent. The parties recognize and endorse the importance of establishing a prompt, fair, and efficient mechanism for the orderly resolution of complaints and grievances. Consistent with that purpose, the parties encourage the settlement of controversies on an informal basis, but, if that is not possible, they commit themselves to implement the following procedures.

15.2 Definitions.

15.21 A "complaint" is an informal claim by a member of the bargaining unit or by the AAUP that a member(s) or the AAUP has been subjected to treatment which is improper, unfair, arbitrary, or discriminatory. A complaint may also, but need not, constitute one of the types of grievances defined below. In such case it may, at the complainant's option, first be processed in the manner set forth in Section 15.3 below. A "complaint" should be filed promptly.

15.22 Grievances may apply to one of the following two categories:

(a) A "faculty status grievance" is an allegation, with respect to a faculty status matter, by a member of the bargaining unit or by the AAUP that any action taken by any faculty committee (such as the Personnel Committee or the CFSC) or any administrator was arbitrary; capricious or discriminatory; inconsistent with or violative of the procedures set forth in Articles 10 and 11 of this Agreement or of department, college, or University procedures or standards which are established to implement the terms of this Agreement; or in violation of the member's right to any procedural guarantees set forth in this Agreement. Such an allegation can only be made after a personnel decision has been rendered by the Vice President for Academic Affairs.

(b) A "contractual grievance" is a dispute regarding the proper interpretation, application, or alleged violation of this Agreement, in other than a faculty status matter, which is not a faculty status grievance as defined above, except that a "contractual grievance" shall include a dispute as to whether an administrative or Board of Trustees' decision which is based upon a faculty body, committee, or administrator's recommendation properly applied the particular standard stated and required elsewhere in this Agreement (e.g., "unusual circumstances for compelling reasons") [Paragraph 11.22(m)]. Only in this regard does a "contractual grievance" include a dispute which otherwise would constitute a "faculty status grievance."

(c) A grievant who is dissatisfied with the final faculty status decision shall have the option of electing one of the following grievance processes:

(1) A faculty status grievance in which the grievant may raise all alleged violations, contractual or otherwise, arising from the faculty status process; or

(2) In consultation with the AAUP, a contractual grievance in which the grievant may raise only those issues appropriate to a contractual grievance as defined in Paragraph (b) above.

15.3 Informal Procedure for Complaints. Any member of the bargaining unit may present and discuss his complaint either with or without a representative of the AAUP. Similarly, a representative of the AAUP may informally present and discuss a complaint on behalf of any member or group of members with the appropriate administrator. Any settlement, withdrawal, or disposition satisfactory to the member or the AAUP of a complaint at this informal stage shall not constitute a binding precedent in the disposition of other similar complaints or grievances but shall be a final resolution of the particular complaint.

In cases where an informal complaint could also be the subject of a grievance, the AAUP and the College Dean, Campus Provost, or Vice President for Academic Affairs may, within the time otherwise permitted for the filing of the grievance, agree in writing to extend the time limit for the filing of the grievance.

15.4 Procedure for Contractual Grievances (Excluding Faculty Status Grievances). If the informal procedure for resolving complaints is initiated and does not result in a settlement, or it is bypassed, and the complaint is also a contractual grievance as defined above, either party to this Agreement may invoke the following formal grievance procedure which shall apply to all "contractual grievances."

15.41 Step 1.

The grievant or the AAUP shall file a written grievance with the appropriate College Dean within forty (40) days after the occurrence of the event which gave rise to the dispute. However, if the occurrence of the event is not immediately known to the grievant (or to the AAUP in the case of a broader dispute), the time within which to file a grievance shall commence when the occurrence of the event is discovered or should have been discovered by the exercise of due diligence. The Administration shall forward copies of all grievance correspondence between the grievant and the University to the AAUP grievance officer or such other person as the AAUP may specify in writing.

The College Dean (or his designee) shall hold separate or joint conferences within two (2) work weeks after receipt of the grievance to discuss the dispute with all relevant persons in an attempt to reach a satisfactory settlement.

If the dispute is not amicably settled, the College Dean (or his designee) shall within one (1) work week after the final conference deliver to the grievant and the AAUP a signed statement of his position regarding the matter.

15.42 Step 2.

The grievant (or the AAUP) shall be entitled to obtain review of the decision rendered in Step 1 above by filing a written notice of appeal with

the Campus Provost within one (1) work week after receipt of the signed statement referred to in Step 1 above.

The Campus Provost (or his designee) shall hold separate or joint conferences within one (1) work week after receipt of the notice of appeal to discuss the dispute with all relevant persons in an attempt to reach a satisfactory settlement.

If the dispute remains unsettled, the Provost shall within one (1) work week after the final conference deliver to the grievant and the AAUP a signed statement of his position regarding the matter.

15.43 Step 3.

The grievant (or the AAUP) shall be entitled to obtain review of the decision reached in Step 2 above by filing a written notice of appeal with the Vice President for Academic Affairs within one (1) work week after receipt of the written statement referred to in Step 2.

The Vice President for Academic Affairs (or his designee) shall hold separate or joint conferences within two (2) work weeks after the notice of appeal to discuss the dispute with all relevant persons in an attempt to reach a satisfactory settlement.

If the dispute remains unsettled, the Vice President for Academic Affairs within one (1) work week after the final conference shall deliver to the grievant and the AAUP a signed statement of the University's position regarding the matter.

15.44 With respect to contractual grievances filed by the Administration the first step shall be with the applicable AAUP grievance officer and the second step shall be with the AAUP President. The same procedures and time limitations set forth above with respect to faculty member or AAUP grievances shall apply.

15.45 With the consent of both parties to this Agreement, which consent shall not be unreasonably withheld, any of the above steps with respect to either faculty or AAUP grievances or Administration grievances may be omitted when, by virtue of the nature of the grievance, the authority to settle such a grievance is at a higher level.

15.46 If a contractual grievance is not satisfactorily resolved at any of the above steps, either the AAUP or the Administration may submit it to arbitration as set forth hereinbelow. However, an individual who asserts a grievance regarding claimed rights or privileges which derive from a commitment in writing (such as an individual letter of appointment) signed by a dean or a higher University officer may elect to prosecute his claim as follows: The individual may invoke the grievance procedure hereunder through Step 3. If the matter is not resolved at the conclusion of Step 3, he shall have the option to proceed to arbitration hereunder, if the AAUP consents, or to proceed through any other lawful means. However, the limitations and restrictions which would be applicable to an arbitrator (as set forth in Section 15.48) shall similarly apply. If the individual elects arbitration hereunder in the exercise of such option, that shall be his sole remedy. If on the other hand he elects to proceed through some other lawful means, that shall be his sole remedy and he shall have no right to arbitration hereunder.

15.47 Appointment of Arbitrator. The parties hereby authorize and appoint the following persons to serve as a permanent list of rotating arbitrators.

1. Eva Robins
2. Benjamin Roberts
3. James Altieri
4. Emanuel Stein
5. Milton Rubin
6.
7.

The foregoing arbitrators shall serve singly on a rotating basis according to the order in which they are listed. If an arbitrator is not available within a reasonable period after his turn, the next arbitrator in order shall be selected, and so on, until one of the arbitrators is available within a reasonable period of time. For the next arbitration thereafter the arbitrator who was listed immediately after the arbitrator last selected shall be next in line. However, by mutual consent any listed arbitrator may be selected out of order or an arbitrator not listed may be selected. If in any case none of the arbitrators above are available within a reasonable period, an alternate arbitrator shall be selected in such case, pursuant to the rules of the American Arbitration Association (AAA). All arbitration under this agreement, whether conducted by any of the arbitrators listed above or such other person, shall be conducted in accordance with the Voluntary Labor Rules of the AAA. The list of arbitrators whose names appear above shall serve for the duration of this Agreement; however, it is agreed that any of the above names may be stricken during periods when no arbitrations are pending by either party upon giving one month's notice in writing to the other party to this Agreement. No party shall have the right to remove more than one of the above arbitrators during the term of this Agreement.

15.48 No more than one (1) grievance shall be presented in any one arbitration, except with the consent of the parties, provided however that the consent of the parties shall not be required where the grievances arise out of the same transaction or dispute. The arbitrator shall only have the power to render an award regarding the proper interpretation, application, or alleged violation of this Agreement and direct a remedy which makes the grievant whole, consistent with the terms of this Agreement. In rendering such award and remedy, the arbitrator shall not detract from, omit, or otherwise modify any of the terms of this Agreement.

15.49 The cost of the arbitrator shall be borne equally by the parties. The arbitrator's decision shall be final and binding on the grievant, the AAUP, and the University.

15.5 Faculty Status Grievances. Faculty status grievances as defined in Section 15.22 shall be processed as follows:

15.51 The individual or the AAUP shall file a written grievance with the Vice President for Academic Affairs within fifteen (15) days of receipt of notice of a Vice President for Academic Affairs' decision if the faculty status grievance concerns termination of a faculty member at the end of the then current academic year, or within thirty (30) days after receipt of notice of a Vice President for Academic Affairs' decision for any other

category of faculty status grievance. The written grievance shall state the nature of the alleged violation. The Vice President for Academic Affairs shall consult with the chairperson of the appropriate College Faculty Status Committee and the last administrator who dealt with the matter. A copy of all grievance correspondence between the grievant and the Vice President for Academic Affairs shall be forwarded to the AAUP. The Vice President for Academic Affairs shall discuss the grievance with all relevant persons and shall make a good faith effort to amicably resolve the grievance. In this regard, the Vice President for Academic Affairs shall have the authority to reverse the decision, to remand the matter to the proper faculty body or committee for reconsideration, or to provide any other remedy agreed upon between him and either the grievant or the AAUP to the extent that such remedy is not inconsistent with the terms, conditions, procedures, or standards elsewhere set forth in this Agreement.

If the matter is not resolved within three (3) weeks after receipt of the written grievance by the Vice President for Academic Affairs in the case of a faculty status grievance concerning termination at the end of the then current academic year, or four (4) weeks after receipt for any other category of faculty status grievance, he shall furnish a written statement of the University's position forthwith.

15.52 (a) If the decision of the Vice President for Academic Affairs is not acceptable to the grievant or the AAUP, the individual or the AAUP may, within ten (10) days after receipt of the decision of the Vice President for Academic Affairs, appeal the decision to a Faculty Status Judiciary by filing a written notice of appeal with the permanent staff assistant to the Standing Judiciary Panel. The staff assistant promptly shall forward copies of any notice of appeal to the Vice President for Academic Affairs and the AAUP. The details regarding the permanent staff assistant must be worked out between the parties.

(b) Formation of Faculty Status Judiciary.

(1) No later than March 1 of each year of the term of this Agreement, the parties shall appoint a Standing Judiciary Panel consisting of fourteen (14) members, seven (7) appointed by the AAUP and seven (7) by the Administration. Each appointment shall be for a one-year term, and members of the Panel shall be eligible for reappointment. A Panel shall continue to serve until its successor has been duly charged, and any pending Faculty Status Judiciary cases shall be completed by the Judiciaries to which they were originally assigned. In the event of a vacancy on the Panel, either the AAUP or the Administration, as appropriate, shall designate a replacement. However, it is the intent of the parties to avoid, to the extent possible, the need for such replacements.

(2) The faculty members on the Judiciary Panel shall each receive three (3) credits of released time during the Fall semester of their term of service on the Panel, or may elect to receive overload compensation in lieu of released time. In this regard, faculty shall take cognizance of the needs of their departments.

(3) No later than March 30 of each year, the Vice President for Academic Affairs (or his designee) and the President of the AAUP (or his designee) shall jointly convene the Standing Judiciary Panel for the purpose of giving it its charge and enabling it to elect a chairperson and secretary from among its membership.

(4) For each grievance appealed under Section 15.52 (a) the Judiciary Panel shall appoint a six-member Faculty Status Judiciary from among its membership. Each Faculty Status Judiciary shall consist of three (3) AAUP appointees to the Panel and three (3) Administration appointees. No member of a Faculty Status Judiciary acting on a given case shall have previously participated in any of the matters which gave rise to the grievance. Personal bias or a conflict of interest shall also be grounds for exclusion; in such cases, members are expected to withdraw voluntarily but, if necessary, may be removed from any particular case by majority vote of the Judiciary Panel.

Appointments to Faculty Status Judiciaries shall be made, to the extent possible, on a rotating basis by the Judiciary Panel and the responsibility for chairing respective Faculty Status Judiciaries shall alternate between AAUP and Administration appointees. The Administration and the AAUP (or the individual grievant, if the AAUP elects not to exercise a peremptory challenge) shall each be entitled to one (1) peremptory challenge for each Faculty Status Judiciary, with the understanding that the parties shall not exercise this right to repeatedly exclude any particular panel member from service on Judiciaries. In the event of a challenge, the Judiciary Panel shall appoint a replacement for the challenged member.

(5) As a general principle, cases shall be scheduled in order of filing, except that the Panel shall make an effort to afford priority to a case in which time is of the essence (e.g. termination).

(c) Responsibilities of Faculty Status Judiciary.

(1) The Faculty Status Judiciary shall conduct a full and impartial hearing, employing the procedures set forth in Section 15.54. If a majority of the Judiciary finds there is merit to the grievance, the Judiciary shall be empowered

to formulate the appropriate remedy consistent with the terms of this Agreement, including, without limiting the generality of the foregoing, renewal of appointment, granting of promotion or sabbatical, and recommending tenure to the Board of Trustees. It is recognized that remedies appropriate hereunder may have monetary implications (e.g. remedies involving an award of back pay). For the award of any other monetary settlement, the consent of the Vice President for Academic Affairs, the AAUP and the grievant is required. The Judiciary may also require reconsideration of the matter at the appropriate level of faculty status review, in which case, to the extent practical, a grievance resulting from such reconsideration shall be subject to review by the same Faculty Status Judiciary which initiated the reconsideration. In the event of such remand, the Judiciary shall establish appropriate time deadlines.

(2) In the event of a majority ruling by the Faculty Status Judiciary, the Judiciary's decision shall be presented in writing. The decision shall include a tally of the vote of the Judiciary (without identifying individuals), its findings of fact and conclusions, and, if appropriate, the award and remedy decided upon, or its formal recommendation under Section 15.52 (c) (3). The Judiciary's action shall not detract from, omit, or otherwise modify any of the terms of this Agreement. The Judiciary's decision shall be final and binding on the grievant, the AAUP, and the University.

(3) In making its decision, the Judiciary shall not substitute its judgment concerning the grievant's credentials for that of the committees and the individuals whose recommendations or decisions are under review except insofar as it finds merit to an allegation that a particular action was arbitrary, capricious, or discriminatory, or that it violated department, college or University standards established consistent with the terms of this Agreement. However, in instances where the Judiciary, while denying a grievance, finds that a judgmental decision may have resulted in a substantial inequity or may result in an uneven application of University-wide standards for the faculty status action under consideration, it may make a formal recommendation to the Vice President for Academic Affairs that he modify or reverse his original decision. A recommendation of this kind shall be clearly identified as such in the Judiciary's report, so as to distinguish it from the Judiciary's binding decision on the grievance. The Vice President for Academic Affairs shall act on such a recommendation within three (3) weeks from its receipt. He shall advise the grievant and the AAUP of his decision, and that decision shall be final and binding on the grievant and the AAUP.

15.53 If the Faculty Status Judiciary is deadlocked, it shall so advise the Vice President for Academic Affairs, the grievant, and the AAUP in writing. In that case, an ad hoc Judiciary shall be empaneled composed of three (3) members, one (1) appointed by the AAUP, one (1) by the Administration, and a third, neutral member, who shall be

selected as follows:

(a) Neutrals List. The parties agree to establish a list of five (5) individuals, whose names shall appear in an Appendix to this Agreement, to serve as neutrals in ad hoc Judiciaries during the term of this Agreement. The parties shall negotiate the names on the Neutrals List within one (1) month after the execution of this Agreement. However, until such time as the parties reach agreement, the list of arbitrators in Section 15.47 shall serve as the Neutrals List.

(b) Neutrals shall serve singly on a rotating basis according to the order in which they are listed. If a neutral is not available within a reasonable period after his turn, the next neutral in order shall be selected, and so on, until one of the neutrals is available within a reasonable period of time. For the next ad hoc Faculty Status Judiciary, the neutral who was listed immediately after the neutral last selected shall be next in line. However, by mutual consent, any listed neutral may be selected out of order or a neutral not listed may be selected. If, in any case, none of the individuals on the Neutrals List are available within a reasonable period, an arbitrator selected pursuant to the rules of the American Arbitration Association shall serve as neutral.

(c) The list of individuals appearing on the Neutrals List shall serve for the duration of this Agreement; however, it is agreed that any of the names on the Neutrals List may be stricken during periods when no ad hoc Faculty Status Judiciaries are pending, by either party upon giving one month's notice in writing to the other party to this Agreement. No party shall have the right to remove more than one individual from the Neutrals List during the term of this Agreement.

None of the persons on an ad hoc Judiciary shall have previously participated in any of the matters giving rise to the grievance or in the prior Judiciary which deadlocked. Ad hoc Judiciaries shall otherwise function in the same manner as Faculty Status Judiciaries as set forth in Section 15.52.

15.54 In conducting its hearing, the Faculty Status Judiciary shall employ the following procedures:

(a) The Faculty Status Judiciary shall be empaneled no later than ten (10) days after receipt of the appeal by the Vice President for Academic Affairs if the faculty status grievance concerns termination of a faculty member at the end of the then current academic year, or no later than twenty (20) days after receipt of the appeal for any other category of faculty status grievance. The Judiciary shall be convened by the Vice President for Academic Affairs (or his designee) as soon as possible after it is empaneled.

(b) Notification of hearing in writing shall be given the affected faculty member and the AAUP by the Vice President for Academic Affairs (or his designee) seven (7) days prior to the hearing if the faculty status grievance concerns termination of a faculty member at the end of the then current academic year, or twelve (12) days prior to the hearing for any other category of faculty status grievance. The hearing shall proceed unless the faculty member waives a hearing in writing. If the faculty member waives a hearing, the Judiciary shall evaluate all available evidence and rest its determination upon the record.

(c) The Judiciary may, with the consent of the parties concerned, hold joint prehearing meetings with the parties in order to simplify the issues, effect stipulations of facts, provide for the exchange of documentary or other appropriate information, and achieve such other prehearing objectives as will tend to make the hearing fair, effective, and expeditious.

(d) The affected faculty member shall determine whether the hearing should be public or private and no adverse inference shall be drawn from this determination. A public hearing shall be open to relevant witnesses, advisors, and legal counsel (if any), and to members of the University community only.

(e) The faculty member shall be entitled to have an academic advisor and/or legal counsel of his own choosing attend and participate in the proceedings.

(f) The AAUP and its counsel (if different from the individual's counsel) and the Administration and its counsel may also attend and participate in the proceedings.

(g) The Judiciary shall grant reasonable adjournments to enable either party to investigate evidence as to which a valid claim of surprise is made.

(h) Minutes shall be kept and distributed to the parties to the dispute and to members of the Judiciary. The format of the minutes shall be determined by the Judiciary. There shall not be a verbatim record of the hearing, but, instead, the cumulative record made by the Judiciary shall constitute the official record.

(i) The Administration shall make reasonable efforts to make available relevant documents and witnesses who are University employees or students, when requested by the parties to the proceedings.

(j) The faculty member and the Administration shall have the right to cross-examine all witnesses.

(k) The Judiciary shall not be bound by the strict rules of legal evidence, and may admit any evidence which is of proba-

tive value in determining the issues involved. The Judiciary shall make a reasonable effort to obtain the most reliable evidence available.

(l) The findings of fact and the decision shall be based solely on the evidence presented to the Judiciary.

(m) Except for such simple announcements as may be required, covering the time of the hearing and similar matters, public statements and publicity concerning the case by members of the Administration and the AAUP shall be avoided so far as possible until the proceedings have been completed. The President, the Vice President for Academic Affairs, the AAUP, and the faculty member shall be notified of the decision in writing and shall be given a copy of the record of the hearing.

(n) In other respects, the Judiciary shall define its own operating procedures, which shall not be inconsistent with the terms of this Agreement. Such procedures shall include the election of a chairperson and secretary.

15.6 Time Limits

15.61 Time limits throughout this Article referring to "days" shall mean "working days," which are defined as days exclusive of Saturday, Sunday, formal University holidays, periods when the University campuses are closed, and Summer Sessions and Intersessions. Either party may be granted a reasonable extension whenever persons necessary for the proper presentation or defense of a grievance are unavailable during the period when regular classes are not in session.

15.62 In cases of failure on the part of an administrator to meet a deadline under Sections 15.41, 15.42, 15,43, or 15.51, the next step in the appropriate grievance procedure shall be automatically invoked. If the next step is binding arbitration under Section 15.46, the entire cost of the arbitrator shall be borne by the University.

15.7 Means of Notification. Primary communications as required in the implementation of the Article shall be by certified mail with return receipt or shall be hand delivered and receipted. The date of record for a mailed notification shall be the date of the official, recorded posting. The date of record for receipt of mailed notification shall be the date of receipt as recorded on the return receipt.

ARTICLE 16

RESEARCH AND TRAVEL

16.1 Research Grants.

16.11 The University and the AAUP recognize the importance of research and other creative activity as an integral part of professional growth, as an adjunct to creative teaching, and as part of the development of the University.

16.12 To this end, the University shall continue a special research fund, at an annual level of $25,000, to be augmented where possible by foundation gifts specifically designated for general research, for the support of scholarly work by individual members of the faculty and professional staff. Awards from this fund shall be made in accordance with present practice.

16.13 The University shall encourage faculty members to apply for appropriate research grants and grants in support of other creative activity, and shall assist faculty members in the preparation of grant proposals through the College Committee on Research (if such committee is organized in a particular college) and through administrative offices concerned with such grants.

16.14 Reduced load for research shall be assigned in accordance with the provisions of Sections 7.6 and 7.7.

16.15 The Administration and the AAUP are in concurrence that the report "Recommendation for a University Research Policy," June, 1974, prepared by the Subcommittee on Faculty Privileges and Responsibilities of the Committee on Evaluation and Goals, represents a valuable resource to the faculty and Administration. The foregoing statement shall not be construed as changing current practices and policies with respect to research administration, patents, copyrights, or any other subject areas discussed in the referenced document.

16.2 Travel Grants.

Travel funds for the attendance of faculty at professional and scholarly meetings shall be administered in accordance with present policies.

ARTIGLE 17

UNIVERSITY COMMISSION AND FINANCIAL EXIGENCY

17.1 The University and the AAUP concur that Fairleigh Dickinson University, with its diversity of intellectual and professional resources, offers the potential for creative problem-solving through the application of the combined capabilities of its constituencies.

17.2 University Commission. Where, in the view of the President, the University's problems are of such magnitude and complexity as to be inappropriate for examination by any college or campus planning agency, he shall convene a University Commission whose organization and operation shall be as described below.

17.21 The Commission shall conduct its investigation of the facts and shall prepare a written report which shall contain at least the following items in substantial detail and with full documentation:

(a) The factual basis of the problems and an analysis of their relative impact upon the entire institution.

(b) A list of alternative solutions to the problem, to the extent that they may exist, based upon an analysis of the University's capabilities, an investigation of the approaches used by other institutions to deal with similar problems, and, if applicable, the advice of expert consultants.

(c) A statement as to which of the alternative solutions are recommended.

17.22 Composition and Responsibilities.

(a) The Commission shall be composed of members of the faculty, student body, administration, supportive staff, professional staff, and alumni.

(b) The President shall charge the Commission and give it his analysis of the problems, potential courses of action, and such information as is available to the President which documents the existence of the problem.

(c) The Commission shall work toward an expeditious examination of the problem and its solutions.

(d) The Commission shall complete its assignment within a timeframe established by the President in his charge, which time shall take into account the complexity of the problem, the urgency and impact of the problem upon the entire institution, and the availability of relevant data. The President may, at his option, extend the life of the Commission.

(e) The Commission shall be composed as follows:

Full-time Faculty	6 (elected - 2 from each campus)
Administrators	3 (appointed by President)
Department Chairpersons	2 (elected)
Professional Staff	1 (elected)
Supportive Staff	1 (elected)
Student	1 (elected)
Alumnus	1 (selected by the Board of Governors, University Alumni Association)
President of University Senate	1
President of AAUP	1
President of the University	1 (without vote)

Elected members of the Commission shall be elected by and from their respective constituencies through special elections designed to be completed within a three-week period, according to the following procedures:

(1) Members of the faculty eligible for election shall be professors or associate professors with tenure.

(2) When the President declares that a Commission be convened, each Campus Provost shall at once request each department to poll its eligible members and compile a list of eligible members who are willing to serve and shall simultaneously request each College Dean to convene a college meeting as in (5) below.

(3) Departments shall submit such lists, certified by the Department Chairperson, within one (1) week to the College Dean for transmittal to the Campus Provost.

(4) The Campus Provost shall prepare a combined campus list of those eligible and willing to serve, and send the certified list at once to all members of the faculty on the campus, and to the Chairpersons and the College Deans.

(5) Each College Dean (or Associate Dean for a particular campus) shall convene a College Faculty meeting for the purpose of holding a secret ballot election of two nominees from the campus-wide list who shall be that college's nominees, but who need not be members of that college's faculty.

(6) The Campus Provost, together with the Chairperson of the Campus Council, the Speaker of the Campus Faculty, and an AAUP appointee, shall combine these nominations into a slate which shall be presented to the Campus Faculty in accordance with the following procedures:

(i) Candidates will be listed on the ballot in an order determined by a blind draw. Unmarked ballot envelopes will be returned in a second, signed envelope to allow for appropriate identification of those voting, while preserving the anonymity of the individual votes.

(ii) The ballots will be mailed directly from the Office of the Campus Provost.

(iii) Ballots shall be deposited in secured ballot boxes within one (1) week of the date of mailing.

(iv) The balloting committee described above will count the ballots and report the results of the election to the faculty and the President.

(v) Election results shall be determined by plurality, except that both members elected shall not be from the same college. The highest number of votes received by a nominee shall determine the first member elected. The highest number of votes received by a nominee from a second college shall determine the second member elected. In the event of a tie, the winner shall be chosen by lot.

(7) Candidates who indicate their willingness to serve shall also pledge their willingness to devote extensive time to the Commission task.

(8) The Campus Provost shall implement the above procedures so that they are completed within three (3) weeks.

(f) The Commission shall elect a chairperson and secretary from among its members.

(g) During the course of its deliberations, the Commission shall consult with those within the University Community and resource persons from outside the University as it deems appropriate.

(h) Relief from professional responsibilities shall be provided, commensurate with the charge of the Commission and the time constraints.

(i) The Commission shall prepare a summary of principal findings which shall be distributed to the University community and forwarded to the President. A period of two (2) weeks shall be allotted, during which time comments from members of the University community may be sent to the secretary of the Commission.

(j) A final Commission Report shall be submitted to the President.

(k) The President shall consider the Commission's Report and, in the development of his own evaluation and recommendations, he shall give great weight to the Commission's analysis and recommendations.

(l) The Commission's Report and the President's recommendations shall be forwarded to the Board of Trustees.

(m) The entire Commission shall be invited to meet with the Board of Trustees to review the recommendations of the Commission and the President. Individual members of the Commission shall have the opportunity to discuss their points of view.

(n) The Board of Trustees shall give great weight to the Report of the Commission and the recommendations of the President, and its decision shall be reasonable and objective, given the circumstances.

(o) The process described in Sections 17.1 and 17.2 shall not result in any decisions which are inconsistent with any express provisions of this Agreement. However, subject to the foregoing limitation, it is the intention of the parties through the provisions of Sections 17.1 and 17.2 to provide a vehicle by which the University can effectively deal with serious problems which may require reorganization or other similar action.

17.23 Implementation of a Board of Trustees' Decision.

(a) The President shall charge the Vice President for Academic Affairs to implement the decision of the Board of Trustees. For purposes of implementing the decision, the Vice President for Academic Affairs shall call upon the deans of the affected colleges, or the administrative heads of other affected administrative units which are not included within the colleges, to convene the College Educational Planning Committees or other appropriate planning units for the purpose of formulating specific implementational procedures. These recommendations shall be forwarded in writing to the College Dean (or other appropriate administrator) within thirty (30) calendar days of the College Dean's (or other administrator's) charge to the Committee.

(b) The appropriate planning group shall consult with and permit to be heard those to be affected by the implementation plan. If the implementation shall affect an entire unit (e.g., a college) the College Dean (or other appropriate administrator) shall convene a full college meeting for open discussion and development of recommendations to the planning group. This shall take place within the thirty (30) day period cited above.

(c) If the College Educational Planning Committee (or other planning group) and the College Dean develop and agree upon a plan for implementation of the President's charge, the plan shall be put

into effect, subject to the usual review processes by the Campus Provost and the Vice President for Academic Affairs.

(d) If, however, the College Educational Planning Committee and the College Dean cannot agree upon a plan, or hold strongly divergent views upon such a plan, the Campus Provost shall attempt to effect a settlement, or assist in developing a new plan of implementation within the prescribed period cited above.

(e) A time extension may be granted by the Vice President for Academic Affairs in order to effect a resolution which will meet the President's charge in the most expeditious manner.

(f) If no agreement can be achieved between the College Dean and the majority of members of the College Educational Planning Committee after the Provost attempts to effect a settlement, the matter shall be appealed to the Vice President for Academic Affairs, who shall review the several proposals, the various recommendations, and the supporting documents, and make a final and binding determination. He shall give reasons in writing for his decision to accept or reject any of the several proposals.

17.3 Financial Exigency.

17.31 The University shall not declare a state of Financial Exigency unless it is demonstrably bona fide. Financial Exigency shall be defined as an emergency condition in which the University's continued existence is in serious jeopardy for financial reasons.

17.32 If there is a question as to whether a state of Financial Exigency does in fact exist, the provisions of Article 15 shall not apply and the AAUP shall have the right to test the question judicially within one month. Venue shall be laid in the State of New Jersey. The University shall not, during the pendency of such a suit, implement any action as a result of the state of Financial Exigency. In such judicial action, the parties agree to act in all ways which will expedite the judicial process in an effort to obtain a decision as soon as possible. In this regard, the parties agree to proceed in a summary manner to the extent possible.

17.33 In a state of Financial Exigency, the University shall have the right to take extraordinary action, which shall include a selective reduction in University personnel, a selective elimination or curtailment of academic units or programs, and other necessary action in both the instructional and non-instructional areas of the University in order to avoid immediate financial peril.

17.34 If a state of Financial Exigency has been demonstrated to exist, the University's decisions resulting therefrom shall be implemented in accordance with the provisions of Section 17.23.

17.4 Any reduction in faculty workforce, whether through implementation of a Board of Trustees' plan following the Commission procedures or pursuant to a plan developed to meet a situation of Financial Exigency, shall be in accordance with the provisions of Article 18.

ARTICLE 18

SECURITY OF EMPLOYMENT

18.1 The University recognizes that its diverse and multifaceted faculty represents a major asset, and that security of employment is essential to preserve the atmosphere of intellectual stimulation vital to its academic mission. The University also reaffirms its concern for the lives and careers of its full-time faculty, and toward this end, has agreed to the protections of this Article in an attempt to provide a fair and orderly procedure at a time of difficulty in higher education. The AAUP, for its part, acknowledges that under the particular circumstances described in this Agreement, it may be necessary and appropriate to effect involuntary reassignment or reduction in faculty force.

18.2 Involuntary faculty reassignment or reduction in force, other than in individual cases of non-renewal or dismissal for cause, shall occur only from one or more of the following three circumstances:

(a) A decision to reduce or terminate a program or a faculty position through a College Educational Planning Committee process pursuant to Section 11.3.

(b) A decision to reduce or to terminate a program or a faculty position pursuant to University Commission procedures, Sections 17.22 and 17.23.

(c) Reaction to unforeseen, severe, drastic, or emergency institutional situations pursuant to Sections 17.3 and 17.23.

18.3 The faculty status procedures of Articles 10 and 11 shall be used to implement the process of involuntary reassignment, reduction of load, or termination of full-time faculty.

18.4 Reductions shall first take place among part-time, visiting, and adjunct faculty, consistent with the retention of an educationally and economically viable academic program.

18.5 If it is determined that no alternative to full-time faculty reassignment or reduction in force is possible, the procedures below shall be followed in order, as applicable, before termination of a full-time faculty member may occur.

(a) Shared load between disciplines, departments, colleges, or campuses (Section 18.51).

(b) Reassignment to another department, college, or campus (Section 18.52).

(c) Supplementation of teaching with non-teaching duties (Section 18.54).

(d) Shared teaching with other institutions (Section 18.55).

(e) Retraining (Section 18.56).

(f) Transfer to a non-teaching position (Section 18.57).

(g) Reduced load with proportionate reduction of compensation (Section 18.58).

(h) Early retirement (Section 18.59).

18.51 Shared Load. Whenever possible, an affected full-time faculty member shall be given one of the following opportunities to complete a full teaching load:

(a) By teaching in his area of demonstrated competence in another college, campus, or unit of the University for part of his load.

(b) If demonstrably qualified to teach in another discipline, by teaching in that discipline for part of his load.

18.52 Reassignment. Prior to actual termination of any non-tenured full-time faculty member, a good faith effort shall be made to place that faculty member in another department, college, or unit of the University, provided that the faculty member can be assigned courses which he is demonstrably qualified to teach, and provided that the reassignment of the faculty member is acceptable to the receiving department, college, or unit. Reasons for non-acceptance shall be stated in writing.

Tenured faculty members have University-wide tenure and shall be reassigned to other units in their areas of competence. In such cases the standards of Section 18.6 shall apply.

18.53 If other efforts to reassign a faculty member fail, and a termination notice is issued, then the following procedure shall be available to the affected faculty member.

(a) Within one (1) month after the notice of termination has been sent to the faculty member, the faculty member shall reply in writing to the Vice President for Academic Affairs stating where he feels qualified to teach elsewhere within the University.

(b) Within seven (7) days after receipt of the faculty member's reply, the Vice President for Academic Affairs shall transmit the request to the dean of the college in which the faculty member requests reassignment.

(c) Within two (2) weeks after receipt of the transmittal, the College Dean shall convene a meeting of the Chairperson and the Personnel Committee of the department or unit in which the reassignment is requested. The applicant's qualifications shall be reviewed by the Personnel Committee and the Chairperson, and recommendations made in accordance with existing procedures.

18.54 Supplementary Non-Teaching Duties. Whenever possible, an affected full-time faculty member shall be offered suitable, useful, and available non-teaching duties to complete a full load. The determination of a

workload equivalent of non-teaching loads shall be mutually arrived at by the University, the faculty member, and the AAUP. Such assignments shall not be to the detriment of existing members of the administrative or professional staff. Furthermore, in no case shall such non-teaching assignment carry a teaching load equivalent of more than twelve (12) credit hours per academic year.

18.55 Shared Teaching with Other Institutions. In cases where it is possible to arrange shared teaching duties between the University and another academic institution, this option shall be offered to the affected full-time faculty member. The salary and cost of fringe benefits shall be proportionately shared by each institution pursuant to the salary and fringe benefit structure at each institution. This option shall not be available whenever more than six (6) credit hours per semester at the other institution are required to provide a full teaching load. Such faculty shall remain members of the University faculty and shall retain tenure (if held). The service of non-tenured faculty on shared-load shall count toward the probationary period on a proportionate basis. In no event shall any action of the other academic institution be imputable to the University with respect to any alleged violations of this Agreement.

18.56 Retraining. In cases where an affected full-time faculty member can become competent for reassignment to a new discipline, department, or college within a reasonable time and at reasonable expense, and where there is need and budget established in accordance with the faculty status process of the receiving unit, the University shall, at its discretion, pursuant to recommendations of the receiving unit (department, CFSC, and College Dean), provide a reduced load, with no reduction in salary, and tuition subsidies as required by the specific circumstances of the individual case.

18.57 Transfer to a Non-Teaching Position. If it is not possible to retain a full-time faculty member in a teaching position, the University shall make a reasonable effort to place the faculty member in a non-teaching position within the University for which he is qualified, provided that such placement does not adversely affect existing administrative or professional staff. While in this position, the faculty member shall retain tenure (if held), but time in this position shall not count toward tenure.

18.58 Reduced Load. The affected full-time faculty member shall have the opportunity to accept a reduced load without loss of tenure or fringe benefits, but with a proportionate reduction of salary and University contributions to retirement.

18.59 Early Retirement. An affected faculty member within three (3) years of the established retirement age shall be given the option of early retirement in accordance with the existing plan.

18.6 Termination.

18.61 When termination becomes necessary, the procedures below shall be followed:

(a) Reduction shall first take place from among non-tenured faculty using the existing procedures for non-renewal, including notification dates.

(b) Reduction shall then take place from among tenured faculty members. The department shall initiate recommendations based on criteria of seniority, giving due regard to the academic necessity of providing specialists in the relevant sub-disciplines.

(1) Primary consideration shall be given to the responsibility to offer an appropriate range of courses and services despite reduction.

(2) When individuals fulfill the same disciplinary needs in a department, seniority shall prevail. Seniority shall be based on the date of the initial appointment to full-time teaching with the University if subsequent service has been continuous (including authorized leaves of absence). Those who resign from the University and are reappointed later shall count seniority from the time of reappointment.

(c) Tenured faculty members terminated must receive at least seventeen (17) months' written notice. If the situation changes during the period, this termination decision shall be reversed.

18.62 Rights of Terminated Tenured Faculty.

(a) Terminated faculty who are tenured shall have recall rights for a period of five (5) years for an available position. Consistent with the specific requirements of the University, recall shall be in inverse order of termination. No new full-time faculty member shall thereafter be hired for a teaching position in the same area of competence so long as the terminated faculty member retains his recall rights. Such recalled faculty members shall have tenure and rank reinstated and shall have the time of termination counted in total years of service for purposes of seniority.

(b) If a tenured faculty member is terminated, he shall be placed on terminal leave for one (1) year with base annual salary, payable in equal monthly installments, with all fringe benefits.

(c) In the event a member is recalled while receiving terminal leave pay, such pay shall cease upon the effective date of his reinstatement. If he is offered recall rights and fails to return at the beginning of the semester for which the recall is offered, he shall be deemed to have forfeited his recall rights, provided that the faculty member has at least sixty (60) days' actual notice of recall.

ARTICLE 19

ASSOCIATION PRIVILEGES

19.1 Information to AAUP.

19.11 During the term of this Agreement, the University shall make available to the AAUP, within a reasonable time after receiving a written request therefor, all information which is relevant and necessary for the administration of this Agreement, the processing of grievances, and the negotiation of subsequent agreements. This provision shall not be construed to require the University to compile information and statistics in the form requested, if such data are not already compiled in the requested form.

19.12 Within thirty (30) days after receipt of a Memorandum on Appointment or a Letter of Appointment signed by a new member of the bargaining unit, including any member who enters or re-enters the unit from within the University, the University shall provide the AAUP with a copy of the same. In addition, the University shall provide the AAUP, with a copy transmitted to the member, the following information:

Name
Sex
Department
Primary campus
Mailing address
Rank
Academic degrees
Date of birth
Base salary
Effective date and length of appointment
Number of years of prior service credited toward the probationary period of tenure
Number of years in rank in service at another institution or at the University.

Where any of the foregoing information is not available at the time the member's Memorandum on or Letter of Appointment is signed, it shall be communicated to the member and to the AAUP as soon as it becomes known to the University.

19.13 Within fifteen (15) days after receipt of notice that a member has terminated his appointment at the University for any reason whatsoever, including retirement, disability, or death, the University shall provide the AAUP with the name of such member and the reason given for the termination.

19.14 The University shall forward to the AAUP copies of all notices terminating the employment of members of the unit at the same time as such notices are sent to members.

19.15 The University shall notify the AAUP of any change in status or base salary of any member of the unit within fifteen (15) days after such change is determined.

19.16 The parties agree that an annual compilation of salaries and fringe benefits paid to and in behalf of all members of the bargaining unit is desirable. The University therefore agrees to conduct a study of the feasibility of providing such information, and, if feasible, the parties shall negotiate the manner and timing of its implementation.

19.17 The Vice President for Academic Affairs shall transmit to the AAUP a copy of each proposal or a summary for a new academic department or curriculum received in his office at least two (2) weeks prior to his acting on such proposal.

19.18 The President shall transmit to the AAUP a copy of each recommendation received from the University Senate at least two (2) weeks before action is taken on the recommendation by the President or the Board of Trustees.

19.2 University Facilities and Services.

19.21 The AAUP shall be permitted the use of appropriately designated existing bulletin boards and weekly campus bulletins (newsletters) for the publication of notices pertaining to the conduct of AAUP affairs.

19.22 The AAUP shall be afforded the privilege of scheduling meetings on campus from time to time, providing that appropriate facilities are available. Requests for such space shall follow the regular University procedures.

19.23 The AAUP shall be afforded reasonable use of regular University campus mail services (including pick-up and delivery services consistent with campus distribution patterns) and auxiliary services and materials such as address labels, label affixing, material folding, insertion, etc.

19.24 The AAUP shall be afforded the privilege of contracting for University duplicating, printing, audio-visual, photographic, computer, food services, and such other services as may be contracted for by other campus organizations.

19.25 Any charges regularly assessed campus organizations for the use of any University services or facilities shall be levied against the AAUP when it uses such services or facilities.

19.26 In the event a problem arises concerning the appropriate use of University services or facilities, either the AAUP or the University may call for an immediate conference which shall be held between representatives of the University and the AAUP in an effort to resolve the matter.

19.27 All employees of the AAUP shall be eligible for staff parking decals permitting parking in appropriate lots on all University campuses, subject to University regulations.

19.28 On each campus, the University shall provide the AAUP with an office equipped with a desk, chairs, a lamp, and a lockable file cabinet.

Each AAUP office shall be equipped with an interoffice phone which shall be listed in the published campus telephone directory.

19.3 Faculty Participation in AAUP Activities.

19.31 The parties agree that participation in certain AAUP activities may be considered professional in nature or may constitute service to the University. In considering such activities, the appropriate University bodies shall assess the extent to which each activity may be credited as a professional activity or as University service.

19.32 Faculty members shall be permitted to attend regularly scheduled meetings of the AAUP, or meetings of the AAUP Executive Committee, without penalty, provided that such attendance does not interfere with the discharge of their University responsibilities.

19.4 Check-Off of AAUP Dues.

19.41 The University shall deduct ("check-off") from the salaries of members of the bargaining unit periodic dues, initiation fees (if any), and regularly authorized assessments (if any) in the amounts prescribed by the AAUP, provided that the foregoing shall apply only to faculty who have themselves filed with the University a written assignment authorizing such deduction (see Appendix B).

19.42 The assignment shall be effective and irrevocable for a period of one (1) year from the date of its execution or until the expiration of this Agreement, whichever occurs sooner, unless written notice of revocation is given to the University and the AAUP not more than thirty (30) days prior to the expiration of one (1) year from the date of execution of the assignment or the expiration of this Agreement, whichever shall occur sooner.

19.43 The University shall check-off from each monthly paycheck from September through and including June the amount equal to one-tenth (1/10) of all monies due, and shall remit the receipts to the Treasurer of the AAUP within three (3) weeks thereafter. This provision shall only apply to those faculty members who file the authorization required in Section 19.41 at least two (2) weeks prior to the first required monthly deduction. No faculty member shall be entitled to more than one (1) election per academic year.

19.44 The AAUP assumes full responsibility for the monies so deducted once they have been forwarded to the AAUP.

19.45 The provisions of this Section shall be implemented with the pay check of September 15, 1976, and shall be based on the authorization provided to the University by the AAUP on or before August 15, 1976.

19.5 Released Time. The AAUP shall be allocated fifteen (15) credits of released time per academic year. The AAUP shall give reasonable notice to the Administration of the manner in which this released time is to be allocated.

ARTICLE 20

MERGER, ACQUISITIONS, AND EXPANSION

20.1 In the event that the University merges or consolidates with or acquires any other educational institution or portion thereof, the full-time faculty members of such educational institution who become employed by the University or the merged or consolidated entity shall automatically become members of the bargaining unit as described in Article 2 hereof, provided that the inclusion of such faculty members in this bargaining unit is not in violation of law.

20.2 In the event of an expansion of the University through the creation of other schools, colleges, or extension programs, the full-time faculty of such schools, colleges, or extension programs shall become members of the bargaining unit herein, provided that the inclusion of such faculty members in this bargaining unit is not in violation of law.

20.3 For purposes of this Article only, "full-time faculty" refers to persons who occupied positions at another educational institution which fall within the scope of the bargaining unit as set forth in Article 2 hereof.

20.4 The parties agree that Article 22 of this Agreement ("Separability") shall not apply in any instance in which a particular unit inclusion referred to in this Article is in violation of law.

ARTICLE 21

MINIMUM TERMS

This Agreement states the minimum terms and conditions for employment or continued employment of a member of the bargaining unit, and the University shall not employ a member on terms less favorable to him than those stated herein without the consent of the affected individual and the AAUP.

ARTICLE 22

SEPARABILITY

In the event that any provision of this Agreement, in whole or in part, is declared to be illegal, void, invalid, or unenforceable by any court of competent jurisdiction or any administrative agency having jurisdiction, all of the remaining terms, conditions and provisions of this Agreement which are not rendered meaningless, inoperable, or ambiguous as a consequence of the declaration shall remain in full force and effect. In that event the parties shall, upon the request of either party, commence immediately to negotiate substitute provisions for all such affected provisions which are as close to the stricken provisions as possible. If the parties do not agree on substitute provisions within thirty (30) calendar days after the request to negotiate, the operation of Article 26 (No Strike - No Lockout) shall be suspended until agreement on substitute provisions is achieved. Notwithstanding the foregoing, if the legal impediment to the enforcement of the original contract provision(s) is removed during the life of this Agreement, the original provision(s) shall immediately become effective and the substitute provision(s) shall automatically be null and void. In such event, to the extent that it is lawful, any affected provisions involving salary, monetary payments, or pension contributions shall be applied retroactively to the date the impediment arose or to the effective date of this Agreement, whichever is the most current date, and the University shall be entitled to a credit against such retroactive payment for the value of any additional benefits provided under the substitute provision(s).

ARTICLE 23

INTEREST SUCCESSION

All of the terms and conditions of this Agreement shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.

ARTICLE 24

DISTRIBUTION OF AGREEMENT

The University shall arrange to reproduce this Agreement in suitable form and with sufficient copies for distribution to all members of the bargaining unit and with an adequate number of additional copies for AAUP use.

ARTICLE 25

RESERVATION OF RIGHTS AND PAST PRACTICES

25.1 Except as otherwise expressly provided in this Agreement, or by law, the University retains and reserves all of the inherent, statutory, regular, and customary powers, rights, and authority, without limitations, which have not been abridged or modified by this Agreement.

25.2 This Agreement shall, by its execution, be incorporated in all Letters of Appointment and Memoranda on Appointment issued to members of the bargaining unit. All rights, claims, privileges, and obligations claimed under this Agreement or under the Letters of Appointment and Memoranda on Appointment, upon acceptance, shall be enforceable only through the procedures set forth in this Agreement, including procedures set forth in Section 25.46 hereof.

25.3 Past Practices.

25.31 The parties agree to continue all past practices concerning significant terms and conditions of employment, except as expressly modified by this Agreement.

25.32 As used above, the term "past practice" shall be those practices which have been consistently, openly, and uniformly applied or acknowledged to the entire faculty, to a campus faculty, to a college faculty, to a discipline, or to a faculty rank* within the bargaining unit, within the three (3) years prior to the execution of this Agreement.

25.33 The parties by mutual consent may suspend or otherwise modify any such past practice.

25.34 Individual members of the bargaining unit who hold written commitments from the University with respect to special pension or retirement benefits shall have such commitments continued, notwithstanding the terms of this Agreement.

---

* It is understood, however, that special and individual benefits currently enjoyed by current emeriti which are not expressly modified by this Agreement shall continue but shall not automatically apply to faculty who achieve the emeritus title after execution of this Agreement.

ARTICLE 26

NO STRIKE - NO LOCKOUT

26.1 The AAUP and the University subscribe to the principle that any and all differences under this Agreement be resolved by peaceful and appropriate means without interruption of the University program. The AAUP, therefore, agrees that during the term of this Agreement, it shall not call, authorize, instigate, engage in, support, encourage, or condone any strike, work stoppage, or other concerted refusal to perform work by any of the employees covered by this Agreement. In the event of a breach of this Article, the AAUP agrees to promptly take all reasonable steps to terminate such activities. This Section, if violated, may, at the sole discretion of the University, be enforced either through the arbitration provisions hereof or by means of an action in any court of competent jurisdiction or in any administrative agency having jurisdiction, or through any combination of these remedies.

26.2 The University agrees, that during the term of this Agreement, it shall not lock-out any or all of the employees covered by this Agreement. This Section, if violated, may, in the sole discretion of the AAUP, be enforced either through the arbitration provisions hereof or by means of an action in any court of competent jurisdiction or in any administrative agency having jurisdiction, or through any combination of these remedies.

ARTICLE 27

MEET AND DISCUSS COMMITTEE

Representatives of the parties shall confer regularly on matters of interpretation and implementation of this Agreement and on other matters of mutual concern. Such meetings shall normally take place at least once a month during the academic year.

ARTICLE 28

DURATION OF AGREEMENT

28.1 This Agreement shall be effective as of September 1, 1977 and shall expire at 11:59 p.m. on August 31, 1979.

28.2 The parties shall commence negotiations toward modification of this Agreement no later than April 1, 1979.

28.3 The parties' Letter of Agreement, (See Appendix G) dated October 5, 1977, which extended the 1976-77 Agreement and provided for retroactive application of provisions in the 1977 Agreement to September 1, 1977, is hereby incorporated by reference into this Agreement.

FAIRLEIGH
DICKINSON
UNIVERSITY

RUTHERFORD CAMPUS

rutherford, new jersey 07070
(201) 933-5000

office of the provost

February 6, 1978

Dr. Jerome M. Pollack
President
Fairleigh Dickinson University
Rutherford, New Jersey 07070

Dear Dr. Pollack:

The members of the Administration negotiating team hereby recommend for ratification by the University, the Agreement negotiated between the University and the Fairleigh Dickinson University Council of American Association of University Professors Chapters.

Very truly yours,

Samuel Bieber

Saul K. Fenster

James V. Griffo, Jr.

Donald L. Herdman

Lowell W. Herron

Robert C. Sedwick

FDU Council of AAUP Chapters

P.O. Box 2086
South Hackensack, N.J. 07606

(201) 836-8233

RECEIVED IN THE OFFICE OF THE PRESIDENT

FEB 17 1978

F. D. U.

AAUP

Fairleigh Dickinson University
Madison - Rutherford - Teaneck

February 17, 1978

Dr. Jerome M. Pollack
President
Fairleigh Dickinson University
Rutherford, N.J. 07070

Dear Dr. Pollack:

I am pleased to inform you that, in voting on Wednesday, February 15 and Thursday, February 16, the membership of the Fairleigh Dickinson University Council of American Association of University Professors Chapters has ratified the proposed 1977-79 Collective Bargaining Agreement. Therefore, we are now ready to execute the Agreement.

Sincerely yours,

David Flory
President

cc: W. McAloon
P. Falley
S. Fenster

Local Offices

Madison Campus
AAUP Office
377-4700 X419

Rutherford Campus
Faculty House
933-5000 X333

Teaneck Campus
Wilshire Garage
836-6300 X442

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement

FAIRLEIGH DICKINSON UNIVERSITY

By:

Jerome M. Pollack
President

Saul K. Fenster
Chief Negotiator

FAIRLEIGH DICKINSON UNIVERSITY
COUNCIL OF AMERICAN ASSOCIATION
OF UNIVERSITY PROFESSORS CHAPTERS

By:

David C. Flory
President

Wilfred McAloon, Jr.
Chief Negotiator

Barbara Bielawski

Peter Falley

Salvatore P. Gimelli

Jerome McDermott

Rene Silva

David Smith

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the 7th day of April, 1978.

FAIRLEIGH DICKINSON UNIVERSITY

By:

Jerome M. Pollack
President

Saul K. Fenster
Chief Negotiator

FAIRLEIGH DICKINSON UNIVERSITY
COUNCIL OF AMERICAN ASSOCIATION
OF UNIVERSITY PROFESSORS CHAPTERS

By:

David C. Flory
President

Wilfred McAloon, Jr.
Chief Negotiator

Barbara Bielawski

Peter Falley

Salvatore P. Gimelli

Jerome McDermott

Rene Silva

David Smith

APPENDIX A

DEADLINES FOR FACULTY PERSONNEL DECISIONS

(In the event a deadline date is not a working day, the immediately preceding working day is applicable.)

September 22	Department Chairperson distributes the names of department members subject to or eligible for faculty status review (Section 10.31).
September 29	Personnel Committee notifies any additional eligible department members it wishes to consider (Section 10.31).
October 1	Faculty member, if eligible, may request faculty status review and may submit written statement concerning his case, or request withdrawal from consideration (Sections 10.31 and 10.32).
October 1	Faculty members applying for sabbatical leave submit plans, stating dates requested (Section 6.15).
October 6	Department Chairperson forwards preliminary recommendations to Personnel Committee, except for renewal of faculty eligible for first-year review (Section 10.31).
October 15	Department Chairperson transmits to College Dean (with copy to each affected faculty member) departmental recommendations on renewal of faculty eligible for second-year review and on sabbatical leave requests (Sections 10.37 and 10.39).
October 25	Faculty members eligible for second-year review and sabbatical leave applicants may submit additional statement (Section 10.39).
November 1	Department Chairperson transmits to College Dean (with copy to each affected faculty member) departmental recommendations on all promotions and on renewal or tenure of faculty members eligible for third or more year review (Section 10.37 and 10.39).
November 1	College Dean submits to CFSC preliminary recommendations on renewals of faculty going through their second-year review and sabbatical leave requests (Paragraph 11.22 (c)).
November 10	Faculty members eligible for third or more year review may submit additional statements (Section 10.39)).
November 15	College Dean submits to CFSC preliminary recommendations on all promotions and on renewal or tenure of faculty members going through third or more year review (Paragraph 11.22 (c)).

November 15	CFSC makes recommendations on renewals of faculty going through second-year review and sabbatical leave applicants (Paragraph 11.22 (i)).
November 22	College Dean submits to Vice President for Academic Affairs (with copy to each affected faculty member, the appropriate department, and the CFSC) college recommendations on renewals of faculty going through second-year review (Paragraph 11.22 (j)).
November 22	Faculty members eligible for first year review may submit written statements (Section 10.32).
December 1	Department Chairperson forwards to Personnel Committee preliminary recommendations on faculty members eligible for first year review (Section 10.31).
December 1	College Dean submits to Vice President for Academic Affairs (with copy to each affected faculty member, the appropriate department, and the CFSC) college recommendations on sabbatical leave applications (Paragraph 11.22 (j)).
December 15	Vice President for Academic Affairs notifies faculty going through second-year review of his decision on renewal (Paragraph 8.33 (c) and Section 8.41).
December 15	Department Chairperson forwards to College Dean (with copy to each affected faculty member) departmental recommendations on renewals of faculty going through first-year review (Sections 10.37 and 10.39).
December 22	Faculty eligible for first year review may submit additional statements (Section 10.39).
January 5	Vice President for Academic Affairs notifies sabbatical leave applicants of his decision.
January 15	CFSC makes recommendations on all promotions and on renewal or tenure of faculty members going through third or more year review (Paragraph 11.22 (i)).
January 15	College Dean submits to CFSC preliminary recommendations on renewals of faculty going through first-year review (Paragraph 11.22 (c)).
February 1	CFSC makes recommendations on renewals of faculty going through first-year review (Paragraph 11.22 (j)).
February 1	College Dean submits to Vice President for Academic Affairs (with copy to each affected faculty member, the appropriate

February 1 (continued)

department, and the CFSC) college recommendations on all promotions and on renewal or tenure of faculty going through third or more year review (Paragraph 11.22 (j)).

February 8 — College Dean submits to Vice President for Academic Affairs (with copy to each affected faculty member, the appropriate department, and the CFSC) college recommendations on renewals of faculty going through first-year review (Paragraph 11.22 (j)).

March 1 — Vice President for Academic Affairs notifies faculty going through first-year review of his decision on renewal (Paragraph 8.33 (c) and Section 8.41).

March 15 — Vice President for Academic Affairs notifies faculty members of his decisions on promotions and on renewal or tenure of faculty going through third or more year review (Paragraph 8.33 (c) and Section 8.41).

March 31 — For new faculty members who were appointed <u>after</u> the fourteenth day of the Fall Academic Semester of the current academic year, the Vice President for Academic Affairs notifies those faculty members of his decisions on renewal for the next academic year (Paragraph 10.31 (d)).

In cases which require departmental reconsideration (Paragraph 11.22 (f)) and/or reconciliation of disagreement between the CFSC and College Dean (Paragraph 11.22 (p)), subsequent deadlines shall be extended by a period not to exceed two weeks.

APPENDIX A (continued)

DEADLINES FOR FACULTY PERSONNEL DECISIONS

(Sequence by Categories)

	1st Year Review	2nd Year Review	All Promotions and Renewal or Tenure of 3rd Year Review or More	Sabbatical Leaves
Chairperson → Faculty	September 22	September 22	September 22	September 22
Personnel Committee → Faculty			September 29	
Faculty → Chairperson and Personnel Committee (additional document)	November 22	October 1	October 1	October 1
Chairperson → Personnel Committee (Preliminary)	December 1	October 6	October 6	October 6
Department → Dean	December 15	October 15	November 1	October 15
Faculty → CFSC (additional document)	December 22	October 25	November 10	October 25
Dean → CFSC (Preliminary)	January 15	November 1	November 15	November 1
CFSC → Dean	February 1	November 15	January 15	November 15
Dean → Vice President for Academic Affairs	February 8	November 22	February 1	December 1
Vice President for Academic Affairs → Faculty	March 1	December 15	March 15	January 5

Notes: 1. In the event a deadline date is not a working day, the immediately preceding working day is applicable.

2. If department reconsideration and/or reconciliation of CFSC and Dean recommendations is necessary, appropriate subsequent deadlines shall be extended by a period not to exceed two (2) weeks.

APPENDIX B

AUTHORIZATION FOR PAYROLL DEDUCTION FOR
FDU COUNCIL OF AAUP CHAPTERS DUES

I hereby authorize and request Fairleigh Dickinson University to deduct from ten (10) of my gross regular monthly base contract salary payments for each academic year a sum equal to one-tenth (1/10) of my Council (including National AAUP) dues and/or authorized fees as certified by the Secretary of the AAUP. I further authorize and request the University to remit such dues and fees to the Council at such times and in such manner as may be agreed upon by Fairleigh Dickinson University and the Council, at any time while this authorization is in effect.

I hereby waive rights and claims for said monies paid in accordance with this authorization.

This authorization shall be deemed renewed from year to year unless revoked in accordance with Section 19.42 of the Collective Bargaining Agreement, which reads as follows:

> The assignment shall be effective and irrevocable for a period of one (1) year from the date of its execution or until the expiration of this Agreement, whichever occurs sooner, unless written notice of revocation is given to the University and the Council not more than thirty (30) days prior to the expiration of one (1) year from the date of execution of the assignment or the expiration of the Agreement, whichever shall occur sooner.

_____
NAME AND SOC. SEC. NO.

_____
HOME ADDRESS

_____
CITY, STATE, ZIP

_____
CAMPUS, COLLEGE, AND DEPARTMENT

_____
SIGNATURE AND DATE

FAIRLEIGH DICKINSON UNIVERSITY

APPENDIX C

DENTAL SCHOOL GOVERNANCE

For purposes of governance in the Dental School, the provisions in this Appendix shall modify the referenced Sections of Articles 10 and 11 of this Agreement.

1. Designation of Department Chairpersons (Section 10.6).

Section 10.61 shall be modified as follows:

The decision to recruit a chairperson from within or without the Dental School, or to conduct a "mixed" search, shall be a joint decision of the College Faculty Status Committee and the Dean. In the event of a disagreement, the Vice President for Academic Affairs or his designee shall make a final determination.

If, at the end of a chairperson's regular term, the College Faculty Status Committee and the Dean jointly decide that the chairperson is to be reappointed, that decision shall be final. In the event of a disagreement, the Vice President for Academic Affairs or his designee shall make a final determination.

Since the School of Dentistry has several small departments, it is not feasible, in many cases, to conduct a search for a new chairperson within the Department; therefore, except in the case of an incumbent chairperson being reappointed as described above, chairpersons in the Dental School shall be selected through a search and screen procedure to be conducted by a Search and Screen Committee composed in the following manner:

(a) If the chairperson being sought is for a Clinical Science Department, the elected Committee shall consist of: two (2) full-time Clinical Science faculty members, one of whom shall be from the department being considered; one (1) full-time Basic Science faculty member; two (2) chairpersons from related clinical disciplines; one (1) part-time faculty member from the department being considered; one (1) part-time faculty member from a related discipline; one (1) student.

(b) If the chairperson being sought is for a Basic Science Department, the elected Committee shall consist of: two (2) full-time Basic Science faculty members, one of whom shall be from the department being considered; one (1) full-time Clinical Science faculty member; two (2) chairpersons from related Basic Science disciplines; one (1) student.

In the selection process, the provisions of Sections 10.63 and 10.64 shall apply, except that all references to the "department" shall be interpreted as references to the "Search and Screen Committee" described above.

The provisions of Sections 10.65 and 10.66 shall apply to the Dental School, except that all references to the "department" in Section 10.66 shall be interpreted as references to the "College Faculty Status Committee."

2. The College Faculty Status Committee (Section 11.2).

To resolve the problem of there presently being very few tenured faculty members in the Dental School who are eligible to serve on the CFSC, it is agreed that tenured chairpersons shall be eligible to serve on this Committee, and that the Committee shall be composed as follows:

4 tenured faculty members including tenured chairpersons when there are vacancies which cannot be filled by other tenured faculty.

3 untenured faculty members without regard to rank.

2 students.

As non-tenured Associate Professors and Professors acquire tenure, they shall replace the chairpersons on the Committee at a time and in a manner consistent with the terms of this Agreement. It is the intent of the parties, that the distribution of Paragraph 11.21(a) become effective when feasible.

3. The College Educational Planning Committee (Section 11.3).

Paragraphs (a) and (b) of Section 11.31 shall be modified for the Dental School to read as follows:

(a) In the School of Dentistry, the CEPC shall be composed of seven (7) full-time members of the College Faculty and two (2) students. Department Chairpersons are eligible for election to the CEPC.

(b) Three (3) members of the CEPC shall be from the Basic Science group and three (3) faculty members shall be from the Clinical Science group, with no more than one (1) person from any one department; there shall be one (1) faculty member from the Department of Dental Hygiene.

All other provisions of Section 11.3 shall apply to the Dental School without change.

4. Search and Screen Committee for the Dean of the Dental School (Section 14.1).

The composition of the Search and Screen Committee for the Dean of the Dental School shall be as follows:

(a) Two (2) full-time faculty members from the Clinical Sciences, one of whom shall hold the rank of Associate Professor or above. These members shall not be department chairpersons and shall be elected by the full-time faculty according to procedures of Section 14.2.

(b) One (1) full-time member from the Basic Sciences who shall not be a department chairperson and shall be elected by the full-time faculty in accordance with the procedures of Section 14.2.

(c) One (1) full-time chairperson from the Clinical Sciences to be elected by the full-time chairpersons according to the procedures of Section 14.2.

(d) One (1) full-time chairperson from the Basic Sciences to be elected by full-time chairpersons in accordance with the procedures of Section 14.2.

(e) Two (2) part-time faculty members, each of whom shall have a minimum prior service record at the School of Dentistry of seven (7) years, one of whom may be a department chairperson. They shall be selected by the part-time faculty.

(f) One (1) student from the Dental School to be selected by student body of the Dental School.

(g) One (1) Dental School Alumnus to be selected by the Alumni Association of the Dental School.

(h) One (1) administrator appointed by the Vice President for Academic Affairs.

APPENDIX D

DREYFUSS COLLEGE GOVERNANCE

The governance of Dreyfuss College shall continue in accordance with present practice, except as specifically modified upon the consent of both parties, and except as provided below:

The College Faculty Status Committee (Section 11.2).

The CFSC for Dreyfuss College shall be composed as follows:

Three (3) faculty members selected from and by the CFSC of the College of Arts and Sciences at Florham-Madison.

Two (2) Florham-Madison faculty members selected from and by the Florham-Madison members of the CFSC of the College of Business Administration.

One (1) Florham-Madison faculty member selected from and by the Florham-Madison members of the CFSC of the College of Education.

One (1) student from Dreyfuss College.

APPENDIX E

EDWARD WILLIAMS COLLEGE GOVERNANCE

For the purposes of governance in Edward Williams College, the provisions in this Appendix shall modify the referenced Sections of Articles 10, 11, and 14 of this Agreement.

1. Department Chairperson (Section 10.7).

The College Dean shall also fulfill the duties of department chairperson for Edward Williams College. However, in situations of dispute between the faculty and the College Dean in matters related to the chairperson's duties, appeals may be made to the Campus Provost by the faculty.

2. Recommendations in Personnel Matters (Sections 10.31 and 10.37).

There shall be no preliminary or final chairperson's recommendation in personnel matters in Edward Williams College.

3. Personnel Committee (Section 10.2).

The Committee shall be constituted according to the procedures in Section 10.2. Discipline and junior-senior faculty distribution shall not be required. No member of the Personnel Committee may serve on the CFSC. All faculty members of the Personnel Committee shall be elected by the faculty of Edward Williams College, the election to be conducted by the Nominations and Balloting Committee of Edward Williams College. The regular and alternate student members of the Committee shall be in their second year at Edward Williams College and shall be elected by the students of the College.

4. College Policy Committee (Sections 10.1, 11.3, and 11.4).

All full-time faculty members of Edward Williams College and two (2) students shall serve on the College Policy Committee, which shall combine the policy functions of the DPC, and the functions of the CEPC and the CCCC as defined for the other colleges of the University. The Dean shall serve on the College Policy Committee in an ex-officio, non-voting capacity and shall make separate recommendations on appropriate matters. The student members of the Committee shall be in their second year at Edward Williams College and shall be elected by the students of the College.

5. College Faculty Status Committee (Section 11.2).

The CFSC of Edward Williams College shall be composed as follows:

(a) Four (4) Teaneck-Hackensack faculty members who are members of the CFSC's of the Colleges of Liberal Arts, Business Administration, and/or Education. They shall be elected from among the faculty members on the named committees by the faculty of Edward Williams College, and their terms of office on the CFSC of Edward Williams College shall coincide with their terms of office on the CFSC's of their respective colleges.

(b) Two (2) tenured associate professors or professors from the faculty of Edward Williams College, and one (1) other faculty member from Edward Williams College who is either a tenured assistant professor or an untenured faculty member without regard to rank. The three faculty representatives of Edward Williams College shall be elected by the faculty of Edward Williams College for staggered three-year terms.

(c) One (1) student who shall be in his second year at Edward Williams College and who shall be elected by the students of the College.

6. Nominations and Balloting Committee (Section 14.2).

The Nominations and Balloting Committee of Edward Williams College shall consist of three (3) full-time faculty members of the College.

APPENDIX F

VITAE FORM OUTLINE

Name: Date Prepared:
Home Address:
Telephone Number:
Department:
College:
Campus:

I. Teaching Experience. Indicate by * those positions that were not on a tenure track. List Fairleigh Dickinson University positions first, then other institutions. Indicate ranks held and dates of appointment, promotion, and award of tenure.

II. Education.

A. List degrees earned, institutions, areas of specialization, and dates.

B. List formal education in progress indicating institution, area of specialization, degree, and date of expected completion of degree program.

C. List other relevant educational experiences (training sessions, workshops, institutes, special programs, seminars, etc.). Indicate institutions, dates, and nature of educational experience.

III. Past Professional Experience (in addition to teaching experience; e.g., consultantships, research, industrial and governmental positions, etc.). List experiences and dates.

IV. Publications and other Creative Activity.

A. Scholarly publications (list titles, publication or publisher, dates).

B. Other publications; e.g., newspaper and magazine articles (list titles, publication, dates).

C. Other creative activity; e.g., musical compositions, paintings.

V. Ongoing Research or other Creative Activity.

VI. Service at Fairleigh Dickinson University. List activity and dates.

A. University

B. Campus

C. College

D. Department

VII. Professional Activities.

A. Membership in learned and professional societies and fraternities. List offices held and dates, committee memberships and dates.

B. Honors and Awards. Describe, providing dates.

C. Other activities (professional and civic). Describe, providing dates.

VIII. Courses Taught. Indicate by * new course development. List course title, department, and dates.

A. Courses at Fairleigh Dickinson University.

B. Courses at other institutions of higher education.

IX. Current Non-University Employment. (Reference: Agreement, Sections 7.81, 7.82)

A. Teaching at other institutions. List institutions, number of hours, and dates.

B. Other employment. List institutions or firms, number of hours, and dates.

X. Dates of all Sabbatical Leaves at Fairleigh Dickinson University.

XI. Special or Miscellaneous Assignments or Activities (Advising, Student Activities, etc.)

XII. Other Relevant Information (including community service).

fairleigh
dickinson
UNIVERSITY

rutherford, new jersey 07070
(201) 933-5000

office of the president

October 5, 1977

Professor Peter Falley, President
FDU Council of AAUP Chapter
285 Madison Avenue
Madison, New Jersey 07940

Dear Professor Falley:

Thank you for your letter of September 29, 1977. We are prepared to begin negotiations immediately. Please contact Dr. Fenster to arrange for a mutually convenient calendar of meetings.

On the basis of discussions held during the past week, including your letter to me dated September 29, 1977, the University agrees to an extension of the 1976-77 Agreement with the extension being subject to the following conditions.

1. A new Agreement resulting from these negotiations shall be retroactive to September 1, 1977, unless such retroactivity is plainly impossible (e.g., establishing a deadline date which has already passed), or unless the parties expressly agree that a particular provision shall not be retroactive to September 1, 1977. Without limiting the generality of the foregoing, it is understood that modifications in compensation shall be retroactive to September 1, 1977. It is further understood that insured benefits will be granted retroactively only insofar as is permitted by the carriers and to the extent practical.

2. This extension of the 1976-77 Agreement shall remain in effect at least until 11:59 a.m. on January 29, 1978, unless a superceding agreement is concluded prior to that date. The extended Agreement may be terminated at any time after January 29, 1978 by either party giving written notice to the other at least two weeks in advance of the desired

termination date. (For example, to effect termination as of January 30, 1978, notice would have to be given no later than January 16, 1978). It is understood and agreed that the only persons with authority to give such notice are either the President or the Chief Negotiator of the FDU Council of AAUP Chapters, on behalf of the AAUP; and either Jerome M. Pollack or Saul K. Fenster, on behalf of the University.

3. It is further understood that the various faculty status dates announced for the 1977-78 academic year shall stand, which dates represent a minor modification with respect to those in the 1976-77 Agreement.

If the foregoing represents your understanding of our agreement, please sign both copies and return one to me.

Sincerely yours,

Jerome M. Pollack
President

President, FDU Council of AAUP Chapters

Date 10/5/77